

# By-Laws

Plan 60182

780 Bourke Street  
East Redfern NSW 2016

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### By-Law 1

#### Behaviour by proprietors and occupiers

1.1 An owner or occupier of a lot must not:

- a. create any noise or behave in a manner likely to interfere with the peaceful enjoyment of the owner or occupier of another lot or of any person lawfully using common property; or
- b. obstruct lawful use of common property by any person.

1.2 An owner or occupier of a lot when on common property (or on any part of a lot so as to be visible from another lot or from common property) must be adequately clothed and must not use language or behave in a manner likely to cause offence or embarrassment to the owner or occupier of another lot or to any person lawfully using common property.

1.3 An owner or occupier of a lot must take all reasonable steps to ensure that invitees of the owner or occupier:

- a. do not behave in a manner likely to interfere with the peaceful enjoyment of the owner or occupier of another lot or any person lawfully using common property;
- b. comply with the by-laws of the strata scheme as if the invitees were owners or occupiers; and
- c. without limiting paragraph (a) and (b), that invitees comply with clause 1.3; and
- d. if invitees of the owner or occupier do not comply with any of paragraphs (a) to (c) of this by-law, the invitee leaves the strata parcel.

### By-Law 2

#### Clean and repair

An owner or occupier of a lot must keep the lot clean and in a state of good and serviceable repair.

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### By-Law 3

#### Damage to common property

1. Subject to sections 109 and 110 of the Act, by-law 10 of the Management Statement and the remaining provisions of this by-law, an owner or occupier of a lot must not add to, alter, damage or deface, any structure that forms part of the common property without the approval in writing of the owners corporation.
2. An owner or person authorised by an owner may install, without the consent of the owners corporation:
  - a. any locking or other safety device for protection of the owner's lot against intruders or to improve safety within the owner's lot, or
  - b. any screen or other device to prevent entry of animals or insects on the lot, or (c) any structure or device to prevent harm to children.
3. Any such locking or safety device, screen, other device or structure must be installed in a competent and proper manner and must have an appearance, after it has been installed, in keeping with the appearance of the rest of the building.
4. Clause (2) does not apply to the installation of anything that is likely to affect the operation of fire safety devices in the lot or to reduce the level of safety in the lots or common property.
5. The owner of a lot must:
  - a. maintain and keep in a state of good and serviceable repair any installation or structure referred to in clause (2) that forms part of the common property and that services the lot, and
  - b. repair any damage caused to any part of the common property by the installation or removal of any locking or safety device, screen, other device or structure referred to in clause (2) that forms part of the common property and that services the lot.

### By-Law 4

#### Moving furniture and other objects on or though common property

4.1 An owner or occupier of a lot must not move any furniture or large object through or on the common property without first notifying the Managing Agent in sufficient time to enable the Managing Agent to arrange for a representative of the owners corporation to be present.

4.2 An owner or occupier of a lot may only move any furniture or large object through or on the common property in accordance with directions of the Managing Agent or his representative referred to in 4.1.

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### **By-Law 5** **Prevention of damage to common property**

5.1 An owner, occupier or invitee of a lot must not, without the prior consent of the owners corporation, remove any article from the common property placed there by direction or authority of the owners corporation and must use all reasonable endeavours to ensure that those articles are used only for their intended use and not damaged.

5.2 An owner or occupier of a lot must not, without the written authority of the Managing Agent, interfere with the operation of any equipment installed on the common property.

5.3 An owner or occupier of a lot must not modify any common property existing air conditioning unit, ventilation system or associated ducting without the prior written consent of the owners corporation that consent not to be unreasonable withheld.

5.4 An owner of a lot will indemnify the owners corporation for any damage caused to any article from the common property by an owner, occupier or invitee of that lot.

### **By-Law 6** **Security of common property**

An owner or occupier of a lot must not do or permit anything to be done which may prejudice the security or safety of the Parcel or Building and, without limitation, an owner or occupier of a lot must ensure that all fire and security doors are kept locked or secure or in an operational state, as the case may be, when not in immediate use.

### **By-Law 7** **Notification of Defects**

An owner or occupier of a lot must promptly notify the Managing Agent, of any damage to or defect in the common property or any personal property vested in the owners corporation.

### **By-Law 8** **Restricted use of common property**

The strata committee must use all reasonable endeavours to ensure the security of the Parcel from intruders and to preserve the safety of the Parcel from fire or other hazard and without limitation may:-

- a. close off any part of the common property not required for access to a lot on either a temporary or permanent basis or otherwise restrict the access to or use by owners or occupiers of any part of the common property;
- b. permit, to the exclusion of owners and occupiers, any designated part of common property to be used by any security person as a means of monitoring security and general safety of the common property, either solely or in conjunction with the Parcel;
- c. restrict by means of Key or other security device the access of owners or occupiers; and
- d. restrict by means of Key or other security device the access of the owners or occupiers of one level of the Parcel to any other level of the Parcel.

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### By-Law 9 Keys

9.1 If the strata committee restricts the access of the owners and occupiers under By-Law 8, the strata committee may make the number of Keys as it determines available to owners free of charge. The owners corporation may charge a reasonable fee for any additional Key required by an owner.

9.2 An owner must exercise a high degree of caution and responsibility in making a Key available for use by any occupier of a lot and must use all reasonable endeavours including without limitation an appropriate agreement in any lease or licence of a lot to the occupier to ensure return of the Key to the owner or the owners corporation.

9.3 An owner or occupier of a lot in possession of a Key must not duplicate the Key or permit it to be duplicated and must take all reasonable precautions to ensure that the Key is not lost or handed to any person other than another owner or occupier and is not disposed of otherwise than by returning it to the owner or the owners corporation.

9.4 An owner or occupier of a lot must promptly notify the owners corporation if a Key is lost or destroyed.

### By-Law 10 Disposal of waste

1. An owner or occupier of a lot must not deposit or throw on the common property any rubbish, dirt, dust or other material or discarded item except with the prior written approval of the owners corporation.
2. An owner or occupier of a lot must not deposit in a toilet, or otherwise introduce or attempt to introduce into the plumbing system, any item that is not appropriate for any such disposal (for example, a disposable nappy).
3. An owner or occupier must:
  - a. comply with all reasonable directions given by the owners corporation as to the disposal and storage of waste (including the cleaning up of spilled waste) on common property, and
  - b. comply with the local council's guidelines for the storage, handling, collection and disposal of waste.
4. The owners corporation may give directions for the purposes of this by-law by postingsigns on the common property with instructions on the handling of waste that are consistent with the local council's requirements or giving notices in writing to owners or occupiers of lots.
5. In this by-law:

**bin** includes any receptacle for waste.

**waste** includes garbage and recyclable material.

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### **By-Law 11** **Storage of flammable liquids**

An owner or occupier of a lot must not:

- a. except with the written consent of the owners corporation, use or store on the lot or common property any flammable chemical, liquid, gas or other flammable material other than chemicals, liquids, gases or other material used or intended to be used for domestic purposes or in the fuel tank of a motor vehicle or internal combustion engine; or
- b. do or permit anything which may invalidate or suspend any insurance policy effected by the owners corporation or cause any premium to be increased without the prior written consent of the owners corporation.
- c. storage of gas cylinders in car park

### **By-Law 12** **Keeping of animals**

1. An owner or occupier of a lot may keep an animal on the lot or the common property with the written approval of the owners corporation.
2. The owners corporation must not unreasonably withhold its approval of the keeping of an animal on a lot or the common property and must give an owner or occupier written reasons for any refusal to grant approval.
3. If an owner or occupier of a lot keeps an animal on the lot, the owner or occupier must—
  - a. keep the animal within the lot, and
  - b. supervise the animal when it is on the common property, and
  - c. take any action that is necessary to clean all areas of the lot or the common property that are soiled by the animal.
4. An owner or occupier of a lot who keeps an assistance animal on the lot must, if required to do so by the owners corporation, provide evidence to the owners corporation demonstrating that the animal is an assistance animal as referred to in section 9 of the Disability Discrimination Act 1992 of the Commonwealth.

### **By-Law 13** **Complaints and application**

Any complaint or application to the owners corporation or its council must be addressed in writing to the Managing Agent.

### **By-Law 14** **Managing agent**

The owners corporation must comply with By-Law 56 of the Management Statement.



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### **By-Law 15** **Compliance with by-laws**

15.1 An owner or occupier of a lot must take all reasonable steps to ensure that invitees of the owner or occupier comply with these By-Laws. If an invitee does not comply with these By-Laws the owner or occupier must take all reasonable steps to ensure that the invitee immediately leaves the Parcel the subject of the Strata Scheme.

15.2 An owner of a lot which is the subject of a lease or licence agreement must take all reasonable steps, including any action available under the lease or licence agreement, to ensure that any lessee or licensee of the lot and any invitees of that lessee or licensee comply with these By-Laws.

### **By-Law 16** **compliance with laws**

16.1 An owner or occupier of a lot must at the owner's or occupier's own expense promptly comply with all laws relating to the lot including, without limitation, any requirements, notices and orders of any Governmental Agency.

16.2 An owner or occupier of a lot must not use the lot for any purpose that may impugn the good reputation of the Strata Scheme.

16.3 The owner or occupier of a lot must ensure that the lot is not occupied by more person than are allowed by law to occupy the lot.

### **By-Law 17** **Insurance premiums**

17.1 An owner or occupier of a lot must not without the prior written consent of the owners corporation do or permit anything which may invalidate, suspend or increase the premium for any insurance policy effected by the owners corporation. 17.2 The owners corporation must comply with By-Law 25 of the Management Statement.

### **By-Law 18** **Fire Control**

An owner, occupier or invitee of a lot must not use or interfere with any fire safety equipment except in the case of an emergency and must not obstruct any fire stairs or fire escape.

### **By-Law 19** **Signs**

The provisions of By-Law 9 of the Management Statement apply.



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### By-Law 20 Rules

20.1 The council of the owners corporation may make rules relating to the control management, operation, use and enjoyment of common property including without limitation:

1. the control management, operation and use of any meeting or other common rooms, located on the ground floor of the Building; and
2. the storage, disposal and collection of garbage.

20.2 The council of the owners corporation may at any time add to or alter the rules.

20.3 The council of the owners corporation must not make a rule or add to or alter a rule so that it is or becomes inconsistent or in conflict with:

1. the Management Act;
2. the Community Land Management Act 1989; or
3. the Management Statement.

### By-Law 21 Garage doors

Without limitation by any other By-Law, the owners for the time being of each lot (not being a utility lot) shall be entitled respectively to install a Garage Door and to the exclusive use and enjoyment of that part of the common property appurtenant to the Garage Door subject to the conditions that:

- a. each owner before he installs or attaches a Garage Door must submit plans and specifications of the Garage Door which must confirm with design criteria prescribed by the owners corporation;
- b. each owner shall be responsible for the running costs, the proper maintenance and keeping in a state of good and serviceable repair, the renewal and replacement of the Garage Door; and
- c. each owner must maintain the Garage Door to a standard and of a type and colour as may be prescribed by the owners corporation from time to time.

### By-Law 22 Terraces

22.1 Without limitation by any other By-Law the owners or occupiers for the time being of Lots 135, 139 and 143 are entitled to the exclusive use and enjoyment of:

- a. Exclusive Use Area A for recreational purposes; and
- b. Exclusive Use Area E for storage,

on the following conditions:

- i. the owners or occupiers or their respective tenants, licensees or invitees must comply with By-Laws 3, 5, 8, 12 and 13 and the requirements of any Governmental Agency in relation to their use of Exclusive Use Area A and Exclusive Use Area E;
- ii. the owners are responsible for maintaining and keeping in a state of good and serviceable repair Exclusive Use Area A and Exclusive Use Area E excluding any maintenance or repair of a structural nature for which the owners corporation is responsible;
- iii. the owners corporation may enter Exclusive Use Area A and Exclusive Use Area E at reasonable times

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- on notice given to the owners for the purpose of discharging its responsibilities under paragraph (ii);
- iv. the owners must indemnify the owners corporation from and against claims, demands and liability of any kind which may arise in respect of damage to any property or death of or injury to any person arising out of the exercise of the rights conferred by this By Law.

22.2 Without limitation by any other By-Law the owners or occupiers for the time being of Lots 136, 140 and 144 are entitled to the exclusive use and enjoyment of Exclusive Use Area B for recreational purposes on the following conditions:

- i. the owners or occupiers or their respective tenants, licensees or invitees must comply with By-Laws 3, 5, 8, 12 and 13 and the requirements of any Governmental Agency in relation to their use of Exclusive Use Area B;
- ii. the owners are responsible for maintaining and keeping in a state of good and serviceable repair Exclusive Use Area B excluding any maintenance or repair of a structural nature for which the owners corporation is responsible;
- iii. the owners corporation may enter Exclusive Use Area B at reasonable times on notice given to the owners for the purpose of discharging its responsibilities under paragraph (ii);
- iv. the owners must indemnify the owners corporation from and against claims, demands and liability of any kind which may arise in respect of damage to any property or death of or injury to any person arising out of the exercise of the rights conferred by this By Law.

22.3 Without limitation by any other By-Law the owners or occupiers for the time being of Lots 137, 141 and 145 are entitled to the exclusive use and enjoyment of Exclusive Use Area C for recreational purposes on the following conditions:

- i. the owners or occupiers or their respective tenants, licensees or invitees must comply with By-Laws 3, 5, 8, 12 and 13 and the requirements of any Governmental Agency in relation to their use of Exclusive Use Area C;
- ii. the owners are responsible for maintaining and keeping in a state of good and serviceable repair Exclusive Use Area C excluding any maintenance or repair of a structural nature for which the owners corporation is responsible;
- iii. the owners corporation may enter Exclusive Use Area C at reasonable times on notice given to the owners for the purpose of discharging its responsibilities under paragraph (ii);
- iv. the owners must indemnify the owners corporation from and against claims, demands and liability of any kind which may arise in respect of damage to any property or death of or injury to any person arising out of the exercise of the rights conferred by this By Law.

22.4 Without limitation by any other By-Law the owners or occupiers for the time being of Lots 138, 142 and 146 are entitled to the exclusive use and enjoyment of:

- a. Exclusive Use Area D for recreational purposes; and
- b. Exclusive Use Area F for storage,

on the following conditions:

- i. the owners or occupiers or their respective tenants, licensees or invitees must comply with By-Laws 3, 5, 8, 12 and 13 and the requirements of any Governmental Agency in relation to their use of Exclusive Use Area D and Exclusive Use Area F;
- ii. the owners are responsible for maintaining and keeping in a state of good and serviceable repair Exclusive Use Area D and Exclusive use Area F excluding any maintenance or repair of a structural nature for which the owners corporation is responsible;
- iii. the owners corporation may enter Exclusive Use Area D and Exclusive Use Area F at reasonable times on notice given to the owners for the purpose of discharging its responsibilities under paragraph (ii);

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- iv. the owners must indemnify the owners corporation from and against claims, demands and liability of any kind which may arise in respect of damage to any property or death of or injury to any person arising out of the exercise of the rights conferred by his By Law.

### By-Law 23 Definitions and interpretation

23.1 In these By-Laws, unless a contrary intention appears:

**"Building"** means the building forming part of the Strata Scheme.

**"Council"** means South Sydney Council.

**"Exclusive Use Area A"** means the part of the common property designated "(a)" on the Strata Plan;

**"Exclusive Use Area B"** means the part of the common property designated "(b)" on the Strata Plan;

**"Exclusive Use Area C"** means the part of the common property designated "(c)" on the Strata Plan;

**"Exclusive Use Area D"** means the part of the common property designated "(d)" on the Strata Plan;

**"Exclusive Use Area E"** means the part of the common property designated "(e)" on the Strata Plan;

**"Exclusive Use Area F"** means the part of the common property designated "(f)" on the Strata Plan;

**"Garage Door"** includes the enclosure of the perimeter or boundary of the carspace with heavy gauge wire mesh or such other material approved in accordance with By-Law 26 and a garage door or mesh door and all wires, cables, motors, controls (including a remote control device) and other appurtenances attached to the car space forming part of each lot referred to in By-Law 26 and that part of the common property.

**"Governmental Agency"** means any governmental or semi-governmental administrative, fiscal or judicial department, commission, authority, tribunal, agency or entity.

**"Management Act"** means the Strata Schemes Management Act, 2015.

**"Managing Agent"** means the person for the time being appointed by the owners corporation as its managing agent and, if there is no such person at any time, the secretary of the owners corporation.

**"Management Statement"** means the community management statement registered with Community Plan 270095.

**"owners corporation"** means the owners corporation for the strata scheme.

**"Parcel"** means the Community Parcel as defined in the Management Statement.

**"Key"** means a key, magnetic card or other device used to open and close doors, gates or locks in the strata parcel or to operate alarms, security systems or communication systems.

**"Strata Scheme"** means strata scheme created upon registration of the strata plan.

**"Strata Plan"** means a strata plan under the Strata Titles legislation.

**"Strata Titles legislation"** means the Strata Titles (Freehold Development) Act, 1973, the Management Act and cognate legislation.

28.2 In these By-Laws, unless the context otherwise requires:

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- a. headings are for convenience only and do not affect the interpretation of the By-Laws;
- b. words importing the singular include the plural and vice versa;
- c. words importing a gender include any gender;
- d. an expression importing a natural person includes any company, partnership, joint venture, association, corporation or other owners corporation and any Governmental Agency;
- e. a reference to any thing includes a part of that thing;
- f. a reference to a statute, regulation, proclamation, ordinance or by-law includes all statutes, regulations, proclamations, ordinances or by-laws varying, consolidating or replacing them, and a reference to a statute includes all regulations, proclamations, ordinances and by-laws issued under that statute; and
- g. words and phrases defined in the Management Statement and which appear in this document (the first letter of which are in capital letters) but are not themselves defined in this document will have the same meaning as defined in the Management Statement.

### Special By-Law 1 Pergola works

#### A. DEFINITIONS

- i. In this by-law, the following terms are defined to mean:

**"Balcony"** means that part of lot 117 of the building as depicted on the copy of Strata Plan No. 60182 attached to the minutes of the meeting at which this by law was made.

**"Community Management Statement"** means the community management statement registered with Community Scheme DP 270095.

**"Owner"** means each of the owners or occupiers of lot 117.

**"Pergola Works"** means the alterations and additions undertaken by the Owner (at the Owner's cost and to remain the Owner's fixtures) to install a pergola to its Balcony and so much of the common property as is necessary (including all ancillary structures) pursuant to by-law 7 of the Community Management Statement and in accordance with the copies of plans and drawings submitted by the Owner and attached to the minutes of the meeting at which this by-law was made.

- ii. Where any terms used in this by-law are defined in the Strata Schemes Management Act 2015, they will have the same meaning as those words are attributed under that Act.

#### B. RIGHTS

- iii. Subject to the conditions in paragraph C of this by-law, the Owner will have a special privilege in respect of the common property to keep the Pergola Works to and on the common property.

#### C. OWNER'S OBLIGATIONS

Before commencing the Pergola Works

- iv. The Owner must obtain approval for the performance of the Pergola Works from:
  - a. Allan Jack & Cottier, Architects;
  - b. the relevant consent authority under the Environmental Planning and Assessment Act; and
  - c. any other relevant statutory authority whose requirements apply to the Pergola Works.
- v. The Owner must effect the following insurances in the joint names of the Owner and owners corporation:
  - a. contractors all works insurance;

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- b. insurance required under the Home Building Act 1989 (if required);
- c. workers compensation insurance; and
- d. public liability insurance in the amount of \$10,000,000.

While carrying out the Pergola Works

- vi. In carrying out the Pergola Works, the Owner must:
  - a. transport all construction materials, equipment, debris and other material, in the manner reasonably directed by the owners corporation;
  - b. protect all areas of the building outside its lot from damage by the Pergola Works or the transportation of construction materials, equipment, debris;
  - c. keep all areas of the building outside its lot clean and tidy throughout the performance of the Pergola Works;
  - d. only perform the Pergola Works at the times approved by the owners corporation;
  - e. not create noise that causes unreasonable discomfort, disturbance or interference with activities of any other occupier of the building;
  - f. remove all debris resulting from the Pergola Works immediately from the building; and
  - g. comply with the requirements of the owners corporation to comply with any by-laws and any relevant statutory authority concerning the performance of the Pergola Works.
- vii. The Owner must ensure that the Pergola Works shall be done:
  - a. in a proper and workmanlike manner and by duly licensed contractors; and
  - b. in accordance with the drawings and specifications attached to the minutes of the meeting at which this by-law was made.

After completing the Pergola Works

- viii. The Owner must deliver to the owners corporation any document reasonably required by the owners corporation relating to the Pergola Works.
- ix. The Owner must, at its cost:
  - a. properly maintain and keep the common property to which the Pergola Works are erected or attached in a state of good and serviceable repair; and
  - b. properly maintain and keep the Pergola Works in a state of good and serviceable repair and must replace the Pergola Works (or any part of them) as required from time to time.
- x. To the extent that s 62(3) is applicable, the owners corporation determines it is inappropriate to maintain, renew, replace or repair any common property affected by the Pergola Works proposed under this by-law.

Liability and Indemnity

- xi. The Owner will be liable for any damage caused to any part of the common property as a result of the erection or attachment of the Pergola Works to the common property and will make good that damage immediately after it has occurred.
- xii. The Owner must indemnify the owners corporation for all of the costs of considering and making this by-law, approving any plans, drawings or other documents or obtaining certification of the Pergola Works or common property areas resulting from the works incurred by the owners corporation (including legal costs) and will pay those amounts to the owners corporation when requested or otherwise directed by it.
- xiii. The Owner must indemnify the owners corporation against any loss or damage the owners corporation suffers as a result of the performance, maintenance or replacement of the Pergola Works on the common property including liability under section 65(6) in respect of any property of the Owner.

Right to Remedy Default



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- xiv. If the Owner fails to comply with any obligation under this by-law, THEN the owners corporation may:
  - a. carry out all work necessary to perform that obligation;
  - b. enter upon any part of the parcel to carry out that work; and
  - c. recover the costs of carrying out that work from the Owner as a debt.
- xv. Any debt for which the Owner is liable under this by-law, is due and payable on written demand or at the direction of the owners corporation and, if not paid at the end of 1 month from the date on which it is due, will bear until paid, simple interest at an annual rate of 10 per cent or, if the regulations provide for another rate, that other rate and the interest will form part of that debt.

### Special By-Law 2 BBQ enclosure works

#### A. DEFINITIONS

- i. In this by-law, the following terms are defined to mean:

"Terrace" means that part of lot 133 located on level 24 of the building as depicted on the copy of Strata Plan No. 60182 attached to the minutes of the meeting at which this by-law was made.

"Community Management Statement" means the community management statement registered with Community Scheme DP 270095.

"Owner" means each of the owners or occupiers of lot 133.

"BBQ Enclosure Works" means the alterations and additions undertaken by the Owner (at the Owner's cost and to remain the Owner's fixtures) to install a BBQ enclosure to its Terrace and so much of the common property as is necessary (including all ancillary structures) pursuant to by-law 7 of the Community Management Statement and in accordance with Drawing No. LAOI revision A (dated 26 June 2002) prepared by Taylor Brammer Landscape Architects Pty Ltd, attached to the minutes of the meeting at which this by-law was made.

- ii. Where any terms used in this by-law are defined in the Strata Schemes Management Act 2015, they will have the same meaning as those words are attributed under that Act.

#### B. RIGHTS

- iii. Subject to the conditions in paragraph C of this by-law, the Owner will have a special privilege in respect of the common property to keep the BBQ Enclosure. Works to and on the common property.

#### C. OWNER'S OBLIGATIONS

Before commencing the BBQ Enclosure Works

- iv. The Owner must obtain approval for the performance of the BBQ Enclosure Works from:
  - a. the engineer approved by the owners corporation;
  - b. the relevant consent authority under the Environmental Planning and Assessment Act; and
  - c. any other relevant statutory authority whose requirements apply to the BBQ Enclosure Works.
- v. The Owner must effect the following insurances in the joint names of the Owner and owners corporation:
  - a. contractors all works insurance;
  - b. insurance required under the Home Building Act 1989 (if required);
  - c. workers compensation insurance; and
  - d. public liability insurance in the amount of \$10,000,000.

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While carrying out the BBQ Enclosure Works

- vi. In carrying out the BBQ Enclosure Works, the Owner must:
  - a. transport all construction materials, equipment, debris and other material, in the manner reasonably directed by the owners corporation;
  - b. protect all areas of the building outside its lot from damage by the BBQ Enclosure Works or the transportation of construction materials, equipment, debris;
  - c. keep all areas of the building outside its lot clean and tidy throughout the performance of the BBQ Enclosure Works;
  - d. only perform the BBQ Enclosure Works at the times approved by the owners corporation;
  - e. not create noise that causes unreasonable discomfort, disturbance or interference with activities of any other occupier of the building;
  - f. remove all debris resulting from the BBQ Enclosure Works immediately from the building; and
  - g. comply with the requirements of the owners corporation to comply with any by-laws and any relevant statutory authority concerning the performance of the BBQ Enclosure Works.
- vii. The Owner must ensure that the BBQ Enclosure Works shall be done:
  - a. in a proper and workmanlike manner and by duly licensed contractors; and
  - b. in accordance with the drawings and specifications attached to the minutes of the meeting at which this by-law was made.

After completing the BBQ Enclosure Works

- viii. The Owner must deliver to the owners corporation the following documents relating to the BBQ Enclosure Works:
  - a. certification by an engineer nominated by the owners corporation as to the structural integrity of the BBQ Enclosure Works and the building; and
  - b. any other document reasonably required by the owners corporation.
- ix. The Owner must, at its cost:
  - a. properly maintain and keep the common property to which the BBQ Enclosure Works are erected or attached in a state of good and serviceable repair; and
  - b. properly maintain and keep the BBQ Enclosure Works in a state of good and serviceable repair and must replace the BBQ Enclosure Works (or any part of them) as required from time to time.
- x. To the extent that s 62(3) is applicable, the owners corporation determines it is inappropriate to maintain, renew, replace or repair any common property affected by the BBQ Enclosure Works proposed under this by-law.

Liability and Indemnity

- XI. The Owner will be Mable for any damage caused to any part of the common property as a result of the erection or attachment of the BBQ Enclosure Works to the common property and Will make good that damage immediately after it has occurred.
- XII. The Owner must indemnify the owners corporation for all of the costs of considering and making this by-law, approving any plans, drawings or other documents or obtaining certification of the BBQ Enclosure Works or common property areas resulting from the works incurred by the owners corporation (including legal costs) and will pay those amounts to the owners corporation when requested or otherwise directed by it.
- XIII. The Owner must indemnify the owners corporation against any loss or damage the owners corporation suffers as a result of the performance, maintenance or replacement of the BBQ Enclosure Works on the common property including liability under section 65(6) in respect of any property of the Owner.

Right to Remedy Default

- XIV. If the Owner fails to comply with any obligation under this by-law, THEN the owners corporation may:

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- a. carry out all work necessary to perform that obligation;
  - b. enter upon any part of the parcel to carry out that work; and
  - c. recover the costs of carrying out that work from the Owner as a debt.
- XV. Any debt for which the Owner is liable under this by-law, is due and payable on written demand or at the direction of the owners corporation and, if not paid at the end of 1 month from the date on which it is due, will bear until paid, simple interest at an annual rate of 10 per cent or, if the regulations provide for another rate, that other rate and the interest will form part of that debt.

### Special By-Law 3 Flooring works

#### Scope of By-Law

Owners must not carry out the Flooring Works except in accordance with the following conditions.\*

This by-law only applies to Flooring Works done after this by-law was made.

#### Conditions

\* See explanatory notes

#### Explanatory Notes

These notes form part of this by-law.

Where any of the by-law terms are defined in the Strata Schemes Management Act 2015 (the Act); they will have the same, meaning as under the Act.

**Owners** means registered lot owners in strata scheme no. 60182.

**Flooring Works** means the additions and alterations undertaken by Owners (at that Owner's cost and to remain that Owner's fixture) to replace the existing flooring on the lower boundary of their respective lot (and so much of the common property as is necessary) with any type of flooring (including, but not limited to, a floating floor: excluding a tiled floor / timber floor or any other floor type that is affixed to the slab and including all ancillary structures).

Condition 1 — Before commencing

**Required Documents** means copies of approvals from all relevant statutory authorities and/or specifications of an acoustic engineer nominated by the owners corporation (if the specifications considered necessary by the owners corporation) as well as any plans and drawings, structural diagrams, specifications, including but not limited to reports relating to sound absorbency and type of flooring, evidence that a suitable sound absorbent barrier is provided under the Flooring Works and approvals reasonably required by the owners corporation and relevant to the Flooring Works which the owner must submit to the strata committee for its approval.

**Approval** means approval by way of resolution of the strata committee at a strata committee meeting and, if the strata committee finds necessary, approval by an acoustic consultant nominated by the owners corporation for the Flooring Works, such approval not to be unreasonably withheld.

**Insure** means the relevant owner must effect and maintain contractors all works insurance, insurance required under the Home Building Act 1989, workers compensation insurance and in the joint names of the relevant owner and owners corporation.

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### Condition 2 — While carrying out Flooring Works

**Works Requirements** means the following requirements (and any other requirements determined by the owners corporation with respect to carrying out the Flooring Works from time to time) which the relevant owner must comply with (at their cost) when carrying out the Flooring Works.

The relevant owner must:

- a. comply with all registered by-laws for strata scheme no. 60182 while carrying out Flooring Works,
- b. perform the Flooring Works according to the Required Documents,
- c. transport all construction materials, equipment, debris and other material, in the manner reasonably directed by the owners corporation,
- d. protect all affected areas of the building outside their lot from damage by the Flooring Works or the transportation of construction materials, equipment, debris,
- e. keep all affected areas of the building outside their lot clean and tidy throughout the performance of the Flooring Works,
- f. only perform the Flooring Works at the times approved by the owners corporation being 8:00am to 4:00pm Mondays to Friday and 8:00am to 12:00pm Saturdays. No works are to take place on Sundays.
- g. not create noise that causes unreasonable discomfort, disturbance or interference with activities of any other occupier of the building,
- h. remove all debris resulting from the Flooring Works immediately from the building, and
- i. comply with the requirements of the owners corporation to comply with any bylaws and any relevant statutory authority concerning the performance of the Flooring Works.

The relevant owner must also ensure that the Flooring Works are carried out:

- a. in a proper and workmanlike manner and by duly licensed contractors; and
- b. in accordance with the drawings and specifications approved by the local council (if applicable) and the executive committee

### Condition 3 - After carrying out Flooring Works

**Certify** means the relevant owner must always obtain certification for the Flooring Works from the engineer nominated by the owners corporation.

**Maintain** means the relevant owner must:

- a. properly maintain and keep the Flooring Works and common property to which the Flooring Works are erected or attached in a state of good and serviceable repair and/or replace the Flooring Works if considered necessary by owners corporation,
- b. ensure that all floor space affected by the Flooring Works within the lot is covered or otherwise treated to an extent sufficient to prevent the transmission from the floor space of noise likely to disturb the peaceful enjoyment of the owner or occupier of another lot, and
- c. ensure that the Flooring Works comply with a noise/impact isolation product equal or better than an Impact Insulation Class (IIC) rating of 57 (Impact Sound 150 1407:1998+717-2:1998).

### Condition 4 — At all times

**Indemnify** means the relevant owner must indemnify the owners corporation against any loss or damage the owners corporation suffers as a result of the performance, maintenance or replacement of the Flooring Works on the common property and/or for all costs of considering and making this by-law or obtaining certification of the Flooring Works incurred by the owners corporation (including legal costs) and will pay those amounts to the owners corporation upon request.

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**Liability** means the relevant-owner's liability for any damage caused to any part of the common property as a result of the erection, attachment or removal of the Flooring Works to the common property and the responsibility to make good that damage immediately after it has occurred.

**Remedy** means the owners corporation's right to:

- a. carry out all work necessary to perform that obligation,
- b. enter upon any part of the parcel to carry out that work, and
- c. recover the costs of carrying out that work from the relevant owner as a debt (and include reference of that debt on levy notices and any other levy reports or information) and the relevant owner acknowledges that any debt for which the relevant owner is liable under this by-law, is due and payable on written demand or at the direction of the owners corporation and, if not paid at the end of 1 month from the date on which it is due, will bear until paid, simple interest at an annual rate of 10 per cent or, if the regulations provide for another rate, that other rate and the interest will form part of that debt.

### Special By-Law 4 Air conditioning

On the conditions set out in this by-law, the owner for the time being of each lot ("the owner") shall have a special privilege in respect of the common property to install and thereafter to maintain within and on the common property a split system air conditioning unit (including the compressor on the balcony) to serve his lot.

In this by-law:

- The works described in this by-law re referred to as **"the works"**
- **"the air-conditioning unit"** includes ancillary wiring, ducting, controls and other ancillary fixtures and fittings

#### Conditions:

1. Before installing the air-conditioning unit, the owner must:
  - i. give the Owners Corporation a copy of any requisite approval of the local Council, including all conditions of approval, drawings and specifications; and
  - ii. obtain the consent in writing of the Owners Corporation to the specifications, proposed location and manner of installation of the air-conditioning unit.
2. In exercising the special privilege conferred by this by-Law the owner by himself, his agents, servants and contractors must:
  - i. use best-quality and appropriate materials, in a proper and skilful manner
  - ii. comply with all conditions and requirements of the local Council;
  - iii. comply with all conditions and recommendations of the manufacturer;
  - iv. comply with the Building Code of Australia and all pertinent Australian Standards;
  - v. not obstruct nor allow the obstruction of reasonable use of the common property by building materials, tools, machines, debris or motor vehicles;
  - vi. install, subject to any requisite consent of the Owners Corporation, measures necessary to secure compliance with the provisions of the Occupational, Health & Safety Act 2000 and regulations there under.
3. Subject to the terms of this by-law, any amendment of the by-laws from time to time and any resolution of the Owners Corporation under Section 106(3) of the Strata Schemes Management Act 2015, the Owners Corporation shall continue to be responsible for the proper maintenance and keeping in a state of good and serviceable repair of the common property.

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4. The owner must maintain the air-conditioning unit in a state of good and serviceable repair and must renew or replace it when necessary (such maintenance, repair, renewal or replacement forming part of the works for the purposes of condition 5)
5. The owner must repair promptly any damage caused or contributed to by the air conditioning unit or the works, including damage to the property of the Owners Corporation and the property of the owner or occupier of another lot in the strata scheme.
6. The owner must effect any necessary adjustment or modification of the air conditioning unit of its manner of installation so as to prevent the unreasonable disturbance by the air-conditioning unit of the owner or occupier of another lot. Before doing so, the owner must obtain any necessary consent of the Owners Corporation.
7. The owner must pay all costs of operating the air-conditioning unit.
8. The owner must dispose of run-off in compliance with any requirements of the local Council and so as to cause no nuisance to the owner or occupier of another lot, or the Owners Corporation
9. The owner must comply at his own expense with any requirement or order of the local Council or other authority, tribunal or Court having jurisdiction, concerning the air-conditioning unit.
10. The owner may remove the air-conditioning unit installed pursuant to this by-law and after doing so must restore the common property to its original condition.
11. The owner must indemnify the Owners Corporation against any liability or expense arising out of the works, including any expense or liability pursuant to Sections 106(6) of the Strata Schemes Management Act 2015 in respect of the air conditioning unit. For the purposes of this condition, the certificate of the Owners Corporation's insurer will be conclusive evidence of the fact and of the amount of any increase in an insurance premium or excess payable by the Owners Corporation and attributable to the works.
12. The owner must meet all reasonable expenses of the Owners Corporation incurred in the preparation, making, registration, implementation and enforcement of this by-law, including legal expense.

### Special By-Law 5

#### Lot 175 exclusive use and renovation works

5.1 An owner, occupier or invitee of a lot must not, without the prior consent of the owners corporation, remove any article from the common property placed there by direction or authority of the owners corporation and must use all reasonable endeavours to ensure that those articles are used only for their intended use and not damaged.

5.2 An owner or occupier of a lot must not, without the written authority of the Managing Agent, interfere with the operation of any equipment installed on the common property.

5.3 An owner or occupier of a lot must not modify any common property existing airconditioning unit, ventilation system or associated ducting without the prior written consent of the owners corporation that consent not to be unreasonable withheld.

5.4 An owner of a lot will indemnify the owners corporation for any damage caused to any article from the common property by an owner, occupier or invitee of that lot.

### Special By-Law 6

#### Lot 8 exclusive use and renovation works

#### INTEPRETATION

**Rights** means the right of exclusive use of the common property airspace and structures in the car park void below lot 8 and any other common property affected by the Works and the right of special privilege to carry out

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the Works and to keep the Works attached to and on the common property.

**Owner** means the registered owner/s of lot 8 in the strata scheme.

**Works** means the additions and alterations undertaken by the Owner (at the Owner's cost and to remain the Owner's fixtures) to lot property in lot 8 and to the common property area below lot 8 and including the concrete slab, car park void and car park respectively (including all ancillary structures) in accordance with :

- plans and drawings dated 1 May, 2008, prepared by Anthony Jackson, copies of which are attached to the minutes of the meeting at which this by-law was made; and
- any other plans, drawings and/or specifications, copies of which are attached to the minutes of the meeting at which this by-law was made.

Where any of the by-law terms are defined in the Strata Schemes Management Act 2015 ("**the Act**"), they will have the same meaning as those words are attributed under the Act.

In this by-law, except when the context otherwise requires:

- a. the singular includes the plural and vice versa,
- b. words implying any gender encompass of genders, and
- c. references to any statutory rule or regulation include any variation re-enactment or replacement of that statutory rule or regulation.

The Owner will have Rights, subject to the following conditions. \*

### CONDITIONS.

1. Before commencing the Works, the Owner must provide the Required Documents, the Approvals, the Bond and appropriate insurance.
2. While carrying out the Works, the Owner must comply with the Works Requirements.
3. After completing the Works, the Owner must Certify and Maintain.
4. At all times, the Owner must Indemnify and accept Liability and acknowledge that if the Owner fails to comply with any obligation under this by-law, then the owners corporation may take steps to Remedy.

### Condition 1 — Before commencing the Works

**Required Documents** means the plans, drawings, diagrams, approvals, specification of elements and finishes of the Works and other documentation reasonably required by the owners corporation and relevant to the Works which the Owner must submit to the owners corporation.

**Bond** means the payment of the sum of \$2,000 to be made by the Owner to the owners corporation as surety for compliance with the terms and conditions of this by-law, which will be refunded within 7 days of written notification by the Owner of the completion of the Works. In the event that any of the terms and conditions are not complied with by the Owner in carrying out the Works, the Bond is to be forfeited after 7 days written notification by the owners corporation of its intention to claim the Bond.

**Approvals** means approvals the Owner must obtain for the Works from all relevant statutory authorities.

**Insurance** means the Owner must ensure that the following insurances (if applicable) are effected and maintained:

- contractors all risks insurance,
- insurance required under the Home Building Act 1989,
- workers compensation insurance, and
- public liability insurance in the amount of \$10,000,000.



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The Owner must, if requested, provide a copy of the certificates of insurance and/or evidence of currency to the owners corporation.

Condition 2 — While carrying out the Works

**Works Requirements** means the following requirements (and any other requirements determined by the owners corporation (acting reasonably) with respect to carrying out the Works from time to time) which the Owner must comply with (at their cost) when carrying out the Works.

The Owner must ensure that:

- all construction materials, equipment, debris and other material, are transported in the manner reasonably directed by the owners corporation,
- all affected areas of the building outside their lot are protected from damage by the Works or the transportation of construction materials, equipment, debris,
- all affected areas of the building outside their lot are kept clean and tidy throughout the performance of the Works,
- the Works are only performed at the times approved by the owners corporation,
- noise is not created that causes unreasonable discomfort, disturbance or interference with activities of any other occupier of the building,
- all debris resulting from the Works is removed immediately from the building,
- comply with the requirements of the owners corporation to comply with any bylaws and or any relevant statutory authority concerning the performance of the Works, and
- the Works on the exterior of the building are to match the colour and style of the existing building and fixtures.

The Owner must also ensure that the Works are carried out:

- in a proper and workmanlike manner, by duly licensed contactors;
- in accordance with the drawings and specifications approved by the local council (if applicable) and the owners corporation; and
- completed within 12 weeks of commencement of the Works.

Condition 3 — After carrying out the Works

**Certify** means the Owner must obtain certification for the Works from an engineer nominated by the owners corporation (if considered necessary by the owners corporation acting reasonably).

**Maintain** means the Owner must properly maintain and keep the Works and common property to which the Works are erected or attached, in a state of good and serviceable repair and/or replace the Works if considered necessary by the owners corporation acting reasonably.

Condition 4 — At all times

**Indemnify** means the Owner must indemnify the owners corporation:

- a. against any loss or damage the owners corporation suffers as a result of the performance, maintenance or replacement of the Works on the common property or other property;
- b. against any liability under section 65(6) of the Act for any damage to the Owner's lot or any of the Owner's contents in the lot caused by or arising out of the carrying out of any work, or the exercise of a power of entry by the owners corporation pursuant to the Act or the terms of this by-law;
- c. for the owners corporation's reasonable costs in convening a general meeting (unless an annual general meeting or an extraordinary general meeting that was otherwise scheduled) in relation to this

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by-law and will pay these costs to the owners corporation within 7 days of receipt of a tax invoice evidencing such costs;

- d. for the owners corporation's reasonable costs of considering and making this by law and will pay these costs to the owners corporation upon request;
- e. against any sums payable by the owners corporation by way of increased premiums for affecting and maintaining building damage insurance and/or public liability insurance, where such increase in premiums is a direct result of the Works or use of that part of the common property affected by the Works, upon the provision of a report from the owners corporation's insurer evidencing this.

**Liability** means the Owner's liability for any damage caused to any part of the common property as a result of the erection, attachment, removal or replacement of the Works to the common property and the responsibility to make good that damage immediately after it has occurred.

**Remedy** means the owners corporation's right to:

- carry out all work necessary to perform any obligations of the Owner under this bylaw,
- enter upon any part of the lot to carry out that work in accordance with the provisions of the Act at any reasonable time upon notice being given in writing to the Owner or the occupier, and
- recover the costs of carrying out that work from the Bond lodged by the Owner prior to commencement of the Works or if the amount exceeds the amount of \$2,500, recover the costs from the Owner as a debt (and include reference of that debt on levy notices and any other levy reports or information) and the Owner acknowledges that any debt for which the Owner is liable under this by-law, is due and payable on written demand or at the direction of the owners corporation and, if not paid at the end of 1 month from the date on which it is due, will bear until paid, simple interest at an annual rate of 10 per cent or, if the regulations provide for another rate, that other rate and the interest will form part of that debt.

### Special By-Law 7 Power to licence part of common property

In addition to the functions, powers, authorities and duties conferred or imposed on it by or under the Strata Schemes Management Act 2015 and the by-laws, the owners corporation has the power and authority to:

- a. licence part of the common property to Moore Park Gardens Management Pty Limited or its successors and assigns, for the purpose of operating a business of letting and selling lots within the strata scheme together with all associated services rendered in connection with such a business, and
- b. enter into an agreement with Moore Park Gardens Management Pty Limited or its successors and assigns to enable the operation of a letting and sales business from the common property.

### Special By-Law 8 Electronic delivery of notices

A document or notice may be served by the Owners Corporation, its secretary or strata committee on the owner of a lot by electronic means if the person has given the owners corporation an email address for the service of notices and the document is sent to that address. A notice or document served on an owner by email in accordance with this by law is deemed to have been served when transmitted by the sender providing that the sender does not receive an electronic notification of unsuccessful transmission (i.e. "bounce back" or "undeliverable") within 24 hours.

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### Air-conditioning unit

#### Scope and Application of By-law

1.1 This By-Law confers on the Owner special privileges in respect of part of the common property as a consequence of the installation of the Air-Conditioning Unit in the Owner's lot.

1.2 The special privileges conferred by this By-Law are the rights to alter and use the common property by installation and operation of the Air-Conditioning Unit that affect the common property, and to keep the Air-Conditioning Unit attached to the common property.

1.3 Except as set out in clause 1.2, this By-Law does not confer on the Owner any exclusive rights of use or enjoyment of or access to the common property.

#### Dictionary

1. In this By-Law, the following words have the following meanings when they commence with a capital letter in the text:

1.1 **"Act"** means the Strata Schemes Management Act 2015 (NSW) and includes any changes to or replacements of that Act;

1.2 **"Air-Conditioning Unit"** means an inverter reverse cycle split air-conditioner unit as set out in plans and drawings submitted by the Owner and approved by the Executive Committee, copies of which are attached to the minutes of the meeting of the Owner's Corporation at which this By Law was made and includes, without limitation, the external condenser unit (and any cables, conduits, ducts, pipes, wires and other ancillary components) installed within the Owner's lot or within or attached to any common property in accordance with this By-Law.

1.3 **"Air-conditioning By-Law"** means Special By-Law 4 made by the Owners Corporation dated 22 November 2006 and which applies to all owners in the Strata Scheme;

1.4 **"Owner"** means the registered owner(s) from time to time of Lot 157 in the Strata Scheme.

1.5 **"Strata Scheme"** means Strata Plan 60182.

1.6 **"Works"** means the works to be carried out by the Owner to install the Air Conditioning Unit.

#### Works

2. The Owner must at all times comply with the requirements of the Air-Conditioning By-Law relating to the installation, maintenance and operation of the Air Conditioning Unit.

#### Liability and Indemnity

3. In addition to the indemnity in clause 11 of the Air-Conditioning By-Law, the Owner also indemnifies the Owners Corporation against any claim, action, loss, liability (including any liability of the Owner's Corporation under section 65(6) of the Act), expense, demand, injury or damage suffered by the Owners Corporation arising from any failure of the Owner to observe the Owner's obligations under this By-Law or the Air-Conditioning By-Law.

4. This indemnity:

4.1 is a continuing and independent obligation of the Owner;

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4.2 extends to any claim, action, liability or demand made by another lot owner against the Owners Corporation; and

4.3 includes any reasonable legal costs and expenses incurred by the Owner's Corporation.

5. The Owners Corporation may recover from the Owner any amount recoverable by the Owners under this By-Law as a debt due to the Owners Corporation on demand with interest at the rate of 10% per annum until the debt is paid in full.

### Release from liability for ongoing maintenance

6. For the purposes of section 62(3) of the Act, the Owners Corporation determines it is inappropriate for the Owners Corporation to maintain, renew, replace or repair the Air-Conditioning Unit and the Owner irrevocably waives any right to claim any amount or contribution from the Owners Corporation in respect of the maintenance, repair, renewal or replacement of the Air-Conditioning Unit.

### Breach of By-law

7. The Owner must remove and/or relocate the Air-Conditioning Unit and reinstate the common property to its original state, at the Owner's cost, if:

7.1 the Owner breaches any condition in this By-Law and that breach is not rectified within a reasonable time after a request is made by the Owners Corporation to rectify the breach; or

7.2 a court, tribunal or other regulatory authority orders the removal or replacement of the Air Conditioning Unit.

7.3 nothing in this By-Law or the Air-Conditioning By-Law restricts the rights of or remedies available to the Owners Corporation in respect of the Owner's breach of this By-Law.

### Miscellaneous

8. The Managing Agent is authorised to register this By-Law on behalf of the Owners Corporation affix the common seal in accordance with section 238 of the Act.

## Special By-Law 10 Lot 139 improvements

1. This by-law confers on the Owner special privileges in respect of part of the common property as a consequence of the Improvements to be made to the Owner's lot.

2. The special privileges conferred by this by-law are the rights to alter and use the common property by making Improvements that affect the common property.

3. "**Owner**" means the owner or owners of Lot 139 from time to time of strata plan 60182.

4. "**Improvements**" means the alterations and additions undertaken by the Owner (at the Owner's cost and to remain the Owner's fixtures) as detailed below

- a. Replacement of existing laundry and bathroom including
  - i. Re-tiling floors and walls; and
  - ii. Installing new appliances, fixtures, cupboards, and fittings
- b. Installation of Air Conditioner units in living room and bedroom with associated pipes, conduits and compressor, with the location of the condenser and drainage pipes as depicted on the attached

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diagram, to be registered as an Annexure to this by-law.

5. The Owners Corporation, under this by-law, provides its consent for the special privileges granted to the Owner.
6. To the extent of any inconsistency with previous by-laws, this by-law prevails.
7. For the purposes of this By-law, a reference to "Air Conditioner Units" is a reference to a Daikin Split System and Condenser Unit, together with associated conduits, pipes and wiring.
8. The Owner must ensure that the Condenser Unit is positioned on the balcony of the unit so that it is hidden from being viewed from the exterior of the building on the streetscape, or otherwise covered with a box that is in keeping with the rest of the
9. The owner must ensure the Air Conditioning Unit's quiet operation, having regard to the adjoining lot owners and subject to Section 153 of the Strata Schemes Management Act 2015, as amended from time to time.
10. The owner is responsible for ensuring that any water from the Air Conditioning Unit is drained appropriately through the installation of a condenser tray and the owner is responsible for any damage or loss caused as a result of water draining onto common property or into any other lot.

### Conditions

#### Before making Improvements

11. The Owner must obtain written approval for the Improvements from the relevant consent authority under the Environmental Planning and Assessment Act 1979 (if
  - a. transport all construction materials, equipment, debris and other material, in the manner reasonably directed by the Owners Corporation;
  - b. protect all areas of the building outside their lot from damage by making the Improvements or the transportation of construction materials, equipment, debris;
  - c. keep all areas of the building outside their lot clean and tidy throughout the performance of making the Improvements;
  - d. only make the Improvements at the times approved by the Owners Corporation;
  - e. not create noise that causes unreasonable discomfort, disturbance or interference with activities of any other occupier of the building;
  - f. remove all debris resulting from making the Improvements immediately from the building; and
  - g. comply with the requirements of the Owners Corporation to comply with any by laws and any relevant statutory authority concerning the performance of making the Improvements
12. The Owner must ensure that the Improvements shall be done:
  - a. in a proper and workmanlike manner and by duly licensed insured contractors; and
  - b. in accordance with the drawings and specifications approved by the local council and the Owners Corporation.

#### Repair and Maintenance

13. The Owner must, at the Owner's cost:
  - a. properly maintain and keep the common property to which the Improvements are erected or attached in a state of good and serviceable repair; and
  - b. properly maintain and keep the Improvements in a state of good and serviceable repair and must replace the Improvements (or any part of them) as required from time to time.

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14. If the Owner removes the Improvements or any part of the Improvements made under this by-law, the Owner must at the Owners own cost, restore and reinstate the common property to its original condition.

### Liability and Indemnity

15. The Owner indemnifies the Owners Corporation and / or any member of the Owners Corporation against

- a. any legal liability, loss, claim or proceedings in respect of any injury, loss or damage to the common property or to other property to the extent that such injury, loss or damage arises from or in relation to the Improvements;
- b. any amount payable by way of increased insurance premiums by the Owners Corporation as a direct result of the Improvements;
- c. any amount payable by way of increased fire safety compliance or local authority requirements as a direct result of the Improvements; and
- d. liability under section 106(6) of the *Strata Schemes Management Act 2015* in respect of repair of the common property attached to the Improvements.

16. Any loss and damage suffered by the Owners Corporation as a result of making the Improvements may be recovered from the Owner as a debt due to the Owners Corporation on demand with interest at the rate of 10% per annum until the loss and damage is made good.

17. To the extent that section 106(3) of the *Strata Schemes Management Act 2015* is applicable, the Owners Corporation determines it is inappropriate for the Owners Corporation to maintain, renew, replace or repair the Improvements proposed under this by-law.

### Breach of By-law

18. The Owners Corporation reserves the right to take action against the Owner to replace the Improvements or reinstate the common property affected by the Improvements to its original condition if the Owner breaches the conditions in this by-law and that breach is not rectified within a reasonable time after a request is made by the Owners Corporation to rectify the breach.

19. The Owner must pay the reasonable costs of the Owners Corporation incidental to the making and registering of this by-law.

20. The Managing Agent be authorised to register this by-law on behalf of the Owners Corporation affix the common seal in accordance with section 273 of the *Strata Schemes Management Act 2015*.

### Special By-Law 11

#### Lot 167 ventilation louvre & fan/vent

1. This by-law confers on the Owner special privileges in respect of part of the common property as a consequence of the Improvements to be made to the Owner's lot.

2. The special privileges conferred by this by-law are the rights to alter and use the common property by making Improvements that affect the common property.

3. "**Owner**" means the owner or owners of Lot 167 from time to time of Strata Plan 60182.

4. "**Improvements**" means the alterations and additions undertaken by the Owner (at the Owner's cost and to remain the Owner's fixtures) as detailed below of which only the following works affect common property-

- a. Installation of an anodised aluminium weatherproof fixed ventilation louvre through the external

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common property western wall and penetrating through into the bathroom / laundry within the Lot, including:

- i. The ventilation louvre to measure 165mm high x 280mm wide;
- ii. The external western common property boundary wall to have a small hole cut and fitted with the snap-on vent box with the ventilation louvre to front the external wall;
- iii. The ventilation louvre and the area surrounding the proposed hole to be painted to match the colour of the external wall; and
- iv. Specifications of the ventilation louvre and photographs of its proposed location to be registered as an Annexure to this By-Law;

5. The Owners Corporation, under this by-law, provides its consent for the special privileges granted to the Owner.

6. To the extent of any inconsistency with previous by-laws, this by-Law prevails.

### Conditions

#### Before making Improvements

7. The Owner must obtain written approval for the Improvements from the relevant consent authority under the Environmental Planning and Assessment Act 1979 (and only if required) and any other relevant statutory authority whose requirements apply to making the Improvements.

8. The Owner must submit to the Owners Corporation any documents reasonably required by the Owners Corporation relating to the making of the Improvements prior to commencing the Improvements.

9. The Owner must ensure that the Improvements comply with the standards as set out in the Building Code of Australia (BCA) current at the time the Improvements are being carried out by the Owner.

10. The Owner must ensure that any party carrying out the installation of the ventilation louvre effects and maintains all works insurance, workers compensation insurance and public liability insurance in the amount of at least \$10 million and provides

- a. transport all construction materials, equipment, debris and other material, in the manner reasonably directed by the Owners Corporation;
- b. protect all areas of the building outside their lot from damage by making the improvements or the transportation of construction materials, equipment, debris;
- c. keep all areas of the building outside their lot clean and tidy throughout the performance of making the Improvements;
- d. only make the Improvements at the times approved by the Owners Corporation;
- e. not create noise that causes unreasonable discomfort, disturbance or interference with activities of any other occupier of the building;
- f. remove all debris resulting from making the Improvements immediately from the building; and
- g. comply with the requirements of the Owners Corporation to comply with any by laws and any relevant statutory' authority concerning the performance of making the Improvements.

12. The Owner must ensure that the Improvements shall be done:

- a. in a proper and workmanlike manner and by duly licensed insured contractors; and
- b. in accordance with the drawings and specifications approved by the local council and the Owners Corporation.

### Repair and Maintenance



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13. The Owner must, at the Owner's cost:

- a. properly maintain and keep the common property to which the Improvements are erected or attached in a state of good and serviceable repair; and
- b. properly maintain and keep the Improvements in a state of good and serviceable repair and must replace the Improvements (or any part of them) as required from time to time.

14. If the Owner removes the Improvements or any part of the Improvements made under this by-law, the Owner must at the Owners own cost, restore and reinstate the common property to its original condition.

### Liability and Indemnity

15. The Owner indemnifies the Owners Corporation and / or any member of the Owners Corporation against

- a. any legal liability, loss, claim or proceedings in respect of any injury, loss or damage to the common property or to other property to the extent that such injury, loss or damage arises from or in relation to the Improvements;
- b. any amount payable by way of increased insurance premiums by the Owners Corporation as a direct result of the Improvements;
- c. any amount payable by way of increased fire safety compliance or local authority requirements as a direct result of the Improvements; and
- d. liability under section 106(6) of the *Strata Schemes Management Act 2015* in respect of repair of the common property attached to the Improvements.

16. Any loss and damage suffered by the Owners Corporation as a result of making the Improvements may be recovered from the Owner as a debt due to the Owners Corporation on demand with interest at the rate of 10% per annum until the loss and damage is made good.

17. To the extent that section 106(3) of the *Strata Schemes Management Act 2015* is applicable, the Owners Corporation determines it is inappropriate for the Owners Corporation to maintain, renew, replace or repair the Improvements proposed under this by-law.

### Breach of By-law

18. The Owners Corporation reserves the right to take action against the Owner to replace the Improvements or reinstate the common property affected by the Improvements to its original condition if the Owner breaches the conditions in this by-law and that breach is not rectified within a reasonable time after a request is made by the Owners Corporation to rectify the breach.

19. The Owner must pay the reasonable costs of the Owners Corporation incidental to the making and registering of this by-law.

20. The Managing Agent be authorised to register this by-law on behalf of the Owners Corporation affix the common seal in accordance with section 273 of the *Strata Schemes Management Act 2015*.

### Special By-Law 12 Lot 114 improvements

1. This by-law confers on the Owner special privileges in respect of part of the common property as a consequence of the Improvements to be made to the Owner's lot.

2. The special privileges conferred by this by-law are the rights to alter and use the common property by making Improvements that affect the common property.

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3. **"Owner"** means the owner or owners of lot 114 from time to time of strata plan no. 60182.
4. **"Improvements"** means the alterations and additions undertaken by the Owner (at the Owner's cost and to remain the fixture) as detailed in the Addendum and floor plans prepared by Lynn Malone Design Architects dated 19 February 2014 respectively and the engineering certificate provided by Acumen Engineers, copies of which were tabled at the meeting of the owners corporation approving this by-law and is appended to the minutes of that meeting.
5. The Owner must ensure that any Improvements that can be seen from the outside of the scheme are in a construction and colour scheme that matches the overall appearance of the building.
6. The Owners Corporation acknowledges that other aesthetic works are being undertaken by the Owner that do not affect common property and do not require the consent of the Owners Corporation.
7. The Owners Corporation, under this by-law, provides its consent for the special privileges granted to the Owner.
8. The conditions in this by-law, shall apply in conjunction to the other by-laws of the scheme and the provisions of the *Strata Schemes Management 2015*.

### Conditions

9. The Owner must obtain written approval for the Improvements from the relevant consent authority under the *Environmental Planning and Assessment Act 1979* (If required) and any other relevant statutory authority whose requirements apply to making the Improvements.
10. The Owner must submit to the Owners Corporation any documents reasonably required by the Owners Corporation relating to the making of the Improvements prior to commencing the Improvements.
11. The Owner must ensure that the Improvements comply with the standards as set out in the Building Code of Australia (BCA) and any Australian Standards current at the time the Improvements are being carried out by the Owner.

### Carrying out the Improvements

12. In carrying out the Improvements, the Owner must:
  - a. transport all construction materials, equipment, debris and other material, in the manner reasonably directed by the Owners Corporation;
  - b. protect all areas of the building outside their lot from damage by making the Improvements or the transportation of construction materials, equipment, debris;
  - c. keep all areas of the building outside their lot clean and tidy throughout the performance of the Improvements;
  - d. only make the Improvements at the times approved by the Owners Corporation or the standard hours as provided by the local authority;
  - e. Not create noise that causes unreasonable discomfort, disturbance or interference with activities of any other occupier of the building;
  - f. remove all debris resulting from making the Improvements immediately from the building; and
  - g. comply with the requirements of the Owners Corporation to comply with any by-laws and any relevant statutory authority concerning the performance of the Improvements.
13. The Owner must ensure that the Improvements shall be done:
  - a. in a proper and workmanlike manner and by duly licensed and insured contractors; and



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- b. in accordance with the drawings and specifications approved by the Owners Corporation and the local authority (if relevant).

### After completing the Improvements

14. The Owner must deliver to the Owners Corporation the following documents relating to the Improvements:

- a. certification by an engineer nominated by the Owners Corporation as to the structural integrity of the Improvements and the building (if required): and
- b. any other document reasonably required by the Owners Corporation.

### Repair and Maintenance

15. The Owner must, at the Owner's cost:

- a. properly maintain and keep the common property to which the Improvements are erected or in a state of good and serviceable repair; and
- b. properly maintain and keep the Improvements in a state of good and serviceable repair and must replace the Improvements (or any part of them) as required from time to time.

16. If the Owner removes the Improvements or any part of the Improvements made under this by-law, the Owner must at the Owner's own cost, restore and reinstate the common property to its original condition.

### Liability and Indemnity

17. The Owner indemnifies the Owners Corporation against —

- a. any legal liability, loss, claim or proceedings in respect of any injury, loss or damage to the common property, to other property or person to the extent that such injury, loss or damage arises from or in relation to the Improvements;
- b. any amount payable by way of increased insurance premiums by the Owners Corporation as a direct result of the improvements;

18. Any loss and damage suffered by the Owners Corporation as a result of making and using the Improvements, including failure to maintain, renew, replace or repair the Improvements as required under this by-law, may be recovered from the Owner as a debt due to the Owners Corporation on demand with interest at the rate of per annum until debt is paid.

19. To the extent that section 106(3) of the Strata Schemes Management Act 2015 is applicable, the Owners Corporation determines it is inappropriate for the Owners Corporation to maintain, renew, replace or repair the Improvements proposed under this by-law.

### Breach of By-law

20. The Owners Corporation reserves the right to take action against the Owner to replace the Improvements or reinstate the common property affected by the Improvements to its original condition if the Owner breaches the conditions in this by-law and that breach is not a reasonable time after a request is made by the Owners Corporation to rectify the breach.

21. The Owner must pay the reasonable costs of the Owners Corporation incidental to the making and registering of this by-law.

### Special By-Law 13 Lot 28 improvements

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1. This by-law confers on the Owner special privileges in respect of part of the common property as a consequence of the Improvements to be made to the Owner's lot.
2. The special privilege conferred by this by-law are the rights to alter and use the common property by making Improvements that affect the common property.
3. **Owner** means the owner or owners of lot 28 from time to time of strata plan no.60182.
4. **Improvements** means the alterations and additions undertaken by the Owner (at the Owners cost and to remain the Owners fixture) to replace the existing flooring in the kitchen, living room and hallway area of the lot with engineered timber and soundproof underlay as shown in the floor plan and per the specifications detailed in the report prepared by Dunlop Flooring dated 1 September 2010, annexed to this by-law and marked "Annexure A".
5. The Owners Corporation acknowledges that other aesthetic works, such as replacement of the existing kitchen joinery and fixtures, are being undertaken by the Owner that do not affect common property and do not require the consent of the Owners Corporation.
6. The Owners Corporation, under his by-law, provides its consent for the special privileges granted to the Owner.
7. To the extent of any Inconsistency with previous by-laws, this by-law prevails.

### Conditions

#### Before making Improvements

8. The Owner must obtain written approval for the Improvements from the relevant consent authority under the Environmental Planning and Assessment Act 1979 (If required) and any other relevant statutory authority whose requirements apply to making the Improvements.
9. The Owner must submit to the Owners Corporation any documents reasonably required by the owner corporation relating to the making or the Improvements prior to commencing the Improvements.
10. The owner must ensure that the Improvements comply with the minimum noise installation rating and standards as set out in the Building Code of Australia (BCA) current at the time of the installation of the Improvements and any other standards as required by the Owners Corporation.

#### Carrying out the Improvements

11. When carrying out the Improvements, the Owner must:
  - a. transport all construction materials, equipment, debris and other material, in the manner reasonably directed by the Owners Corporation;
  - b. protect all areas of the building outside their lot from damage by making the Improvements or the transportation of construction materials, equipment, debris;
  - c. keep all areas of the building outside their lot clean and tidy throughout the performance of the Improvements;
  - d. only make the Improvements at the times approved by the Owners Corporation or the standard hours as provided by the local authority;
  - e. not create noise that causes unreasonable discomfort, disturbance or interference with activities of any other occupier of the building;
  - f. remove all debris resulting from making the Improvements immediately from the building; and
  - g. comply with the requirements of the Owners Corporation to comply with any by laws and any relevant

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statutory authority concerning the performance of the Improvements.

12. The Owner must ensure that the Improvements shall be done:

- a. In a proper and workmanlike manner and by duly licensed and insured contractors; and
- b. In accordance with the specifications approved by an acoustic consultant and local council (if applicable).

### After completing the Improvements

13. The Owner must deliver to the Owners Corporation the following documents relating to the Improvements:

- a. certification by an acoustic consultant nominated by the owner or the owners corporation; and
- b. any other document reasonably required by the owners Corporation.

### Repair and Maintenance

14. The owner must, at the owners cost;

- a. properly maintain and keep the common property to which the improvements are erected or attached in a state of good and serviceable repair; and
- b. properly maintain and keep the improvements in a state of good and serviceable repair and must replace the improvements (or any part of them) as required from time to time.

15. If the Owner removes the Improvements or any part of the Improvements made under this by-law, the Owner must at the Owners own cost, restore and reinstate the common property to its original condition.

### Liability and Indemnity

16. The Owner indemnified the Owners Corporation against -

- a. any legal liability, loss, claim or proceedings in respect of any injury, loss or damage to the common property, to other property or person to the extent that such injury, loss or damage arises from or in relation to the Improvements;
- b. any amount payable by way of increased insurance premiums by the Owners Corporation as a direct result of the Improvements;
- c. any amount payable by way of increased fire safety compliance or local authority requirements as a direct result of the Improvements; and
- d. liability under section 106(6) of the Strata Schemes Management Act 2015 in respect of repair of the common property attached to the Improvements.

17. Any loss and damage suffered by the Owners Corporation as a result of making and using the Improvements, including failure to maintain, renew, replace or repair the Improvements as required under this by-law, may be recovered from the Owner as a debt due to the Owners Corporation on demand with interest at the rate of 10% per annum until the debt is paid.

18. To the extent that section 106(3) of the Strata Schemes Management Act 2015 is applicable, the Owners Corporation determines it is inappropriate for the Owners Corporation to maintain, renew, replace or repair the Improvements proposed under this by-law.

### Breach of By-law

19. The Owners Corporation reserves the right to replace the Improvements or remediate any loss or damage to the common property of the Owners Corporation caused by the Owners breach conditions in this by-law, if that breach is not rectified within a reasonable time after a request made by the Owners Corporation to rectify

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the beach.

20. The Owner must meet all reasonable expenses of the Owners Corporation incurred in the preparation, making, registration, implementation and enforcement of this by-law.

### Special By-Law 14 Renovations

#### 1.0 Introductions

1.1 This by-law sets out the rules an Owner must follow if the Owner intends to carry out Works.

1.2 Any Major Works which have not been approved in accordance with the approval process set out in this by-law are prohibited.

1.3 Any Works other than in accordance with the conditions contained in this by-law or any conditions attached to the approval given pursuant to this by-law are prohibited.

1.4 Any Major Works are subject to the conditions set out in this by-law.

1.5 If the Owner does not comply with this by-law the Owners Corporation may take action against the Owner. This may result in the Owner's Works being removed or the Owner being fined.

1.6 By following the rules contained in this by-law the Owner will ensure that any proposal for Major Works is considered by the Owners Corporation as quickly as possible and the Owner will maximise the chances of Major Works proceeding quickly and smoothly.

#### 2. Definitions & Interpretation

2.1 In this by-law:

**"Building"** means the building in respect of which Works are carried out.

**"Common Property"** means the Common Property for the Strata Scheme.

**"Consent Form"** means a form of consent to the Further By-Law, in the form set out in annexure "B" to this by-law.

**"Development Act"** means the *Strata Schemes (Freehold Development) Act 1973*.

**"Executive Committee"** means the executive committee of the Owners Corporation.

**"Further By-Law"** means a by-law in the form annexed to this by-law and marked "A", which is the by-law required to be:

- completed and lodged for approval in accordance with clause 3.2.2(j); and
- registered before any Major Works are carried out.

**"Lot"** means a lot within the Strata Scheme.

**"Major Works"** means any works which involve an alteration or addition to Common Property, or the erection of a new structure on Common Property, and require approval under section 65A of the Management Act.

**"Management Act"** means the *Strata Schemes Management Act 2015*.

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**"Minor Works"** means any works or renovations to a Lot which do not involve an alteration or addition to Common Property, or the erection of a new structure on Common Property, and therefore do not require approval under section 65A of the Management Act, and includes any works or renovations which involve plumbing work, electrical work, carpeting, painting, hammering or drilling.

**"Occupier"** means an Occupier of a lot within the Strata Scheme and includes, without limiting the generality of the foregoing, lessees and licensees.

**"Owner"** means an owner of any one of the lots for the time being and that owner's successors in title. Where relevant, **"Owner"** means the owner whose Lot is benefited by Works, or to whose Lot Works are contiguous. If a Further By-Law is registered, then Owner means the Owner of the lot referred to in that Further By-Law.

**"Owners"** means the owners of the lots and their successors in title.

**"Owners Corporation"** means the owners corporation for the Strata Scheme.

**"Strata Legislation"** means the Development Act and the Management Act.

**"Strata Managing Agent"** means a strata managing agent appointed to the Strata Scheme pursuant to the Management Act.

**"Strata Plan"** means the strata plan for the Strata Scheme.

**"Strata Scheme"** means the Strata Scheme in respect of which this by-law applies.

**"Works"** means any Minor Works and/or Major Works, as the case may be.

2.2 In this by-law:

2.2.1 headings have been inserted for guidance only and do not affect the interpretation of this by-law,

2.2.2 references to any statutory or like provisions include any statutory or like provisions amending, consolidating or replacing the same, and all by-laws, ordinances, proclamations, regulations, rules and other authorities made under them,

2.2.3 words importing the singular number include the plural and vice versa,

2.2.4 words importing the masculine, feminine or neuter gender include both of the other two genders,

2.2.5 where any word or phrase is given a definite meaning any part of speech or other grammatical form in respect of that word or phrase has a corresponding meaning,

2.2.6 where any decision needs to be made by the Owners Corporation that decision may be made by the Executive Committee unless the decision would constitute a decision on any matter or type of matter that the Owners Corporation has determined in general meeting is to be decided only by the Owners Corporation in general meeting or is a decision which can only be made by the Owners Corporation in general meeting pursuant to the Strata Legislation,

2.2.7 any expression used in this by-law and which is defined in the Strata Legislation will have the same meaning as that expression has in that legislation unless a contrary intention is expressed in this by-law, and

2.2.8 if there is any inconsistency between this by-law and any other by-law applicable to the Strata Scheme, then the provisions of this by-law will prevail to the extent of that inconsistency.

2.3 The Owners Corporation may waive the requirement for the Owner to comply with any condition of this by-

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law.

2.4 Where the words "where required" are used in any clause of this by-law, this means that the Owners Corporation may request compliance with the condition set out in that clause in appropriate circumstances.

2.5 Where the words "where necessary" are used in any clause of this by-law, this means that the Owner must comply with the condition set out in that clause where the subject matter of that clause is required by any law in relation to the Works.

### **3.0 Approval of Major Works**

#### **3.1 Major Works Require Approval**

An Owner must carry out any Major Works, or permit anyone else to carry out Major Works without the prior written approval of the Owners Corporation given pursuant to this by-law.

#### **3.2 The Approval Process**

3.2.1 If an Owner wishes to carry out Major Works the Owner must make an application to the Owners Corporation in order to seek its approval to do so.

3.2.2 The application must be in writing and sent to the Strata Managing Agent or, if there is no Strata Managing Agent, to the secretary of the Owners Corporation, and it must contain:

- a. The Owner's name, address and telephone number,
- b. The Owner's Lot and Lot number,
- c. A description of the Works,
- d. Detailed drawings, plans and specifications for the Works including elevations (where required),
- e. A complete copy of the approval of the Local Council to Major Works (where necessary),
- f. The make, model, size and proposed location of any equipment comprising or forming part of the Works,
- g. A certificate or report from a qualified engineer addressed to the Owners Corporation certifying that the Works, when completed, will not affect the structural integrity of any part of the Building the Common Property (where required),
- h. Details of the contractor who will carry out Major Works including the full business name and telephone number of the contractor,
- i. A copy of a certificate demonstrating that the contractor who will carry out Major Works holds a current:
  - i. licence (where necessary),
  - ii. all risk insurance policy which must include public liability cover in the sum of \$10,000,000.00 and note the interests of the Owners Corporation,
  - iii. workers compensation insurance policy, and
  - iv. home warranty insurance policy under the Home Building Act 1989 covering the Works (where necessary).
- j. A completed Further By-Law;
- k. A completed and signed Consent Form; and
- l. Any other information which the Owners Corporation may reasonably require.

3.2.3 The Owners Corporation may:

- a. approve the Owner's application either with or without conditions, or
- b. refuse to approve the Owner's application (but it must not act unreasonably when doing so and it must give reasons for doing so).

3.2.4 The Owner must comply with any conditions which the Owners Corporation issues as part of its



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approval.

3.2.5 The Owner must comply with the conditions set out in the following clauses of this by-law (unless the requirement for compliance is waived by the Owners Corporation).

### **4. Conditions for the carrying out of Works**

#### **4.1 Before Installation**

4.1.1 Before commencing any Works, an Owner must:

- a. give the Owners Corporation (or the Executive Committee) at least 14 days' notice of the commencement of the installation,
- b. obtain and give the Owners Corporation a copy of any certificates issued under the Environmental Planning and Assessment Act 1979 which are required to permit Major Works to commence, such as a construction certificate,
- c. where required for Major Works, pay a bond to the Owners Corporation in an amount reasonably determined by the Owners Corporation and notified to the Owner (which amount may not exceed \$10,000.00) to be held by the Owners Corporation in accordance with the conditions of this by-law. The bond shall be paid to the Strata Managing Agent or, if there is no Strata Managing Agent, to the secretary of the Owners Corporation, and
- d. if the Works are Major Works, pay the cost of registering the Further By Law.

4.1.2 If the Owner has not complied with any of the conditions set out in clause 4.1.1 the Owner must carry out the Works and if the Owner has already begun the Works, the Owner must immediately stop.

#### **4.2 During Installation**

During any Works, the Owner must:

##### **(a) Standard of Workmanship**

ensure Works (including all plumbing and electrical works) are carried out in a proper and workmanlike manner by appropriately qualified and licensed tradespersons utilising only first quality materials which are good and suitable for the purpose for which they are used,

##### **(b) Time for Completion of Works**

make sure Works are carried out with due diligence and is completed as soon as practicable from the date of commencement,

##### **(c) Appearance of Works**

ensure Works are carried out and completed in a manner which is in keeping with the rest of the Building,

##### **(d) Quality of Works**

make certain Works are in accordance with any specifications for the Works,

##### **(e) Variation to Works**

not vary Works without obtaining the prior written approval of the Owners Corporation,

##### **(f) Supervision of Works**

ensure that Works are adequately supervised and that the Common Property is inspected on a daily basis to

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ensure that the conditions of this by-law are complied with,

### **(g) Noise During Works**

ensure the Owner's tradespersons do not create any excessive noise in the Owner's Lot or on the Common Property that is likely to interfere with the peaceful enjoyment of the Occupier of another Lot or of any person lawfully using the Common Property,

### **(h) Transportation of Construction Equipment**

ensure that all construction materials and equipment are transported in accordance with any manner reasonably directed by the Owners Corporation,

### **(i) Debris**

ensure that any debris is removed from the Common Property daily and strictly in accordance with the reasonable directions of the Owners Corporation,

### **(j) Storage of Building Materials on Common Property**

make sure that no building materials are stored on Common Property,

### **(k) Protection of the Common Property**

- i. protect all areas of the Common Property outside the Owner's Lot which are affected by the installation from damage, the entry of water or rain and from dirt, dust and debris relating to Works and ensure that all Common Property, especially the walls, floors and carpets, is protected by covers and mats when transporting furniture, construction materials, equipment and debris through the Common Property,
- ii. keep all areas of the Common Property affected by Works structurally sound during the renovations,
- iii. make sure that any holes or penetrations made during the Works are adequately sealed and waterproofed,

### **(l) Daily Cleaning**

clean any part of the Common Property affected by Works on a daily basis and keep the Common Property clean, neat and tidy during the installation,

### **(m) Times for Renovations**

ensure that any Works are only carried out between the hours of 8.00am - 4.30pm on Monday - Friday and 8.00am - 12.00pm Saturdays, and are not performed on Sundays or public holidays,

### **(n) Times for Operation of Noisy Equipment**

make sure that percussion tools and noisy equipment such as jack hammers and tile cutters are only used between 8.00am - 5.00pm Monday to Friday and are not used on weekends or public holidays, and that 24 hours' notice is given to the Occupiers of the other Lots on the same level of the Building or immediately above or below the Owner's Lot or in close proximity to the Owner's Lot, before the use of any such tools and equipment,

### **(o) Interruption to Services**

give the Occupiers of the other Lots at least 48 hours prior notice of any planned interruption to the services such as water, electricity, gas, television or cable television,

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### (p) Vehicles

ensure that no tradesperson's vehicles obstruct the Common Property other than on a temporary and non-recurring basis when delivering or removing materials or equipment and then only for such time as is reasonably necessary,

### (q) Costs of Works

pay all costs associated with Works, and

### (r) Right of Access

give the Owners Corporation's nominated representative or representatives access to inspect the Works within 48 hours of any request from the Owners Corporation.

### 4.3 After Works are complete

After Works are complete, the Owner must:

(a) promptly notify the Owners Corporation that the Works are complete.

(b) obtain and give the Owners Corporation a copy of all requisite certificates issued under Part 4A of the Environmental Planning and Assessment Act 1979 approving Works and the occupation of the Owner's Lot (where necessary or required) for example, any necessary compliance certificate or occupation certificate,

(c) restore all Common Property damaged or affected by Works as nearly as possible to the state which it was in immediately prior to commencement of Major Works,

(d) provide the Owners Corporation's nominated representative or representatives access to inspect the Works and the areas of all installation work within 48 hours of any request from the Owners Corporation, in order to ascertain compliance with this by-Law (the Owners Corporation's right to inspect the Works will expire once it is reasonably satisfied that the conditions of this by-law have been complied with), and

(e) give the Owners Corporation a certificate or report from a duly qualified engineer addressed to the Owners Corporation certifying that Works has been completed in a manner that will not effect the structural integrity of the Building or any part of the Common Property (where required).

### 4.4 Enduring Obligations

The Owner must:

(a) properly maintain the Works and keep them in a reasonable state of good and serviceable repair and when necessary renew or replace any part of the Works,

(b) ensure that any equipment forming part of the Works (for example, an air-conditioner) does not create any noise that is likely to interfere with the peaceful enjoyment of the Occupier of another Lot or of any person lawfully using the Common Property,

(c) ensure that any equipment forming part of the Works has appropriate fittings to make certain that any condensation from the equipment does not drip onto any other part of the Building (for example, a drip tray for an air-conditioner),

(d) make good any damage to another Lot or the Common Property caused by the Works or their installation no matter when such damage may become evident,

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(e) notify the Owners Corporation that any damage to another Lot or the Common Property caused by the Works has been repaired, and

(f) comply with all statutes, by-laws, regulations, rules and other laws for the time being in force and which are applicable to the Works (for example, the conditions of any Local Council approval for the Works).

### 4.5 Indemnity

The Owner indemnifies and keeps indemnified the Owners Corporation against all actions, proceedings, claims, demands, costs, damages and expenses which may be incurred by or brought or made against the Owners Corporation arising out of the Works or the altered state or use of any Common Property arising therefrom.

### 4.6 Access

The Owners Corporation must give the Owner's tradespersons reasonable access through the Common Property for the purpose of carrying out Works and enabling the Owner to comply with any condition imposed on the Owner under this by-law.

### 4.7 Bond

The Owners Corporation shall be entitled to apply any bond paid by the Owner under the conditions of this by-law, or any part of it, towards the costs of the Owners Corporation incurred:

(a) repairing any damage caused to the Common Property or any other Lot as a result of Works or its presence within the Strata Scheme, or

(b) cleaning any part of the Common Property as a result of Works,

and the Owners Corporation must refund the bond, or the remaining balance of it, when the Owner notifies the Owners Corporation that Works are complete and the Owners Corporation is reasonably satisfied that the Owner has completed with the conditions of this by-law.

### 5.0 Breach of this By-Law

5.1 If the Owner breaches any condition of this by-law and fails to rectify that breach within 30 days of service of a written notice from the Owners Corporation requiring rectification of that breach, then the Owners Corporation may:

(a) rectify any such breach,

(b) enter on any part of the Owner's Lot or the Common Property, by its agents, employees or contractors, in accordance with the Management Act for the purpose of rectifying any such breach, and

(c) recover as a debt due from the Owner the costs of the rectification together with the expenses of the Owners Corporation incurred in recovering those costs including legal costs on an indemnity basis.

5.2 Nothing in this clause restricts the rights of or the remedies available to the Owners Corporation as a consequence of a breach of this by-law.

### 6.0 Additional Resolution and By-Law

6.1 Nothing in this by-law derogates from or alters any requirement for Major Works to be authorised by a further special resolution of the Owners Corporation and by law pursuant to section 65A of the Management Act.

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6.2 The Owner will meet the expenses of the Owners Corporation in relation to the calling of a meeting and the registration of a by-law required to authorise the Major Works and the Further By-Law.

6.3 The Owners Corporation may require the Owner to pay the expenses in relation to the calling of a meeting and the registration of a by-law required to authorise any Major Works before calling any extraordinary general meeting to consider a resolution or before executing any change of by-law.

### **Special By-Law 15 Lot 59 improvements**

#### 1. Scope and application

1.1 This By-Law confers on the Owner special privileges in respect of part of the common property as a consequence of the Improvements to be made to the Owner's Lot.

1.2 The special privileges conferred by this By-Law are the rights to alter and use the common property by making Improvements that affect the common property and, where applicable, to keep those Improvements attached to the common property.

1.3 Except as set out in clause 1.2, this By-Law does not confer on the Owner any exclusive rights of use or enjoyment of or access to the common property.

1.4 The Owners Corporation, under this By-Law, provides its consent for the following special privileges subject to this By-Law and subject to the Owner executing this By-Law:

1.4.1 to carry out the Improvements at the Owner's cost; and

1.4.2 to keep those Improvements within the Owner's Lot and in so much of the common property as is necessary.

1.5 To the extent of any inconsistency with any other By-Laws of made in relation to the Strata Scheme, this By-Law prevails.

#### 2. Definitions

2.1 "Act" means the Strata Schemes Management Act 2015 (NSW) and includes any changes to or replacements of that Act;

2.2 "Building" means the Building within the Strata Scheme in which the Lot is located;

2.3 "Owner" means the registered owner(s) from time to time of Lot 59 in the Strata Scheme.

2.4 "Improvements" means the alterations and additions undertaken by the Owner as detailed below copies of which are attached to this By-Law as Annexure "A":

2.4.1 Installation of a false ceiling in the lounge and dining room area of the Lot, including removal of 55mm of the existing cornice, affixing dynabolts in the ceiling approximately 40mm into the concrete to attach a furring channel that will hold the new 10mm Supaceil plasterboard ceiling.

2.4.2 installation of wiring in the new false ceiling, including installation of four down lights into the false ceiling;

2.4.3 installation of down lighting in the dining room, kitchen, wardrobe and possibly the hallway area of the Lot, including associated wiring;

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2.4.4 installation of a IV mount and -TV jack on the lounge room wall of the Lot, including associated wiring;

2.4.5 relocation of the phone point from the lounge and dining area to the office on the Lot, including associated wiring; and

2.4.6 installation of additional switch under the cupboard area in kitchen area of the Lot, including associated wiring.

2.5 "Lot" means Lot 59 in the Strata Scheme;

2.6 "Strata Scheme" means Strata Plan 60182;

2.7 "Works" means all works to be carried out by or on behalf of the Owner to construct and install the Improvements;

### 3. Interpretation

3.1 A term or expression used in this By-Law has the same meaning as in the Act.

### 4. Conditions of approval

4.1 The Owner must before commencing any Works:

4.1.1 obtain all approvals and consents for the Improvements required to be obtained under any law (including the Environmental Planning and Assessment Act 1979) or by any regulatory body;

4.1.2 submit all documents (including any consents or approvals referred to in clause 4.1.1) reasonably required by the Owners Corporation relating to the Improvements; and

4.1.3 obtain the consent of the Owners Corporation to the Improvements.

4.2 It is a condition of any approval by the Owners Corporation to carry out the Improvements that:

4.2.1 those Improvements comply with all relevant standards of the Building Code of Australia current at the time of carrying out the Improvements;

4.2.2 those improvements are constructed and installed in accordance with all documentation (including all drawings and specifications) and consents as approved by the Owners Corporation; and

4.2.3 the Owner consents to this By-Law;

### 5. Improvements

5.1 The Owner shall construct and install the Improvements at the Owner's sole cost.

5.2 When carrying out the Improvements, the Owner must at the Owner's cost:

5.2.1 transport all construction materials, equipment, debris and other material, in the manner reasonably directed by the Owners Corporation;

5.2.2 protect all areas of the Building outside the Lot from damage by making the Improvements or the transportation of construction materials, equipment, debris;

5.2.3 keep all areas of the Building outside the Lot clean and tidy throughout the performance of making the Improvements;



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5.2.4 only make the Improvements at the times approved by the Owners Corporation;

5.2.5 not create noise or other nuisance that causes unreasonable discomfort, disturbance or interference with activities of any other occupier of the Building in which the Lot is located;

5.2.6 remove all debris resulting from making the Improvements immediately from the Building; and

5.2.7 comply with all other by laws in force for the Strata Scheme.

5.3 The Owner must ensure that any contractors of the Owner comply with the Owner's obligations under clause 5.1.

5.4 The Owner must ensure that the Improvements:

5.4.1 are constructed in a proper and workmanlike manner and by duly qualified, licensed and insured contractors;

5.4.2 are constructed and installed in accordance the drawings and specifications approved by the Owners Corporation and any conditions of approval specified by the Owners Corporation; and

5.4.3 do not interfere with the operation of or otherwise affect any sprinkler system or other fire safety equipment installed on the Lot.

5.5 Following completion of the Improvements, the Owner must if requested to do so:

5.5.1 deliver to the Owners Corporation any documents reasonably required by the Owners Corporation evidencing that the Improvements have been completed in accordance with the Owners Corporation conditions of approval; and

5.5.2 allow the Owners Corporation (through its authorised representative) to inspect the Improvements to ensure compliance with this requirements of this By-Law.

### 6. Repair and Maintenance

6.1 The Owner must, at the Owner's cost:

6.1.1 properly maintain and keep any common property to which the Improvements are erected or attached in a state of good and serviceable repair; and

6.1.2 properly maintain and keep the Improvements in a state of good and serviceable repair and must replace the Improvements (or any part of them) as required from time to time.

6.2 If the Owner at any time removes the Improvements or any part of the Improvements made under this By-Law, the Owner must at the Owner's own cost, restore and reinstate the common property to its original condition at the time those Improvements were made.

### 7. Liability and Indemnity

7.1 The Owner indemnifies the Owners Corporation against any one or more of the following:

7.1.1 any claim (including any claim by another owner for any damage caused to that owner's lot), loss, injury or damage the Owners Corporation suffers arising from the installation, operation, maintenance or repair of the Improvements;

7.1.2 any amounts incurred by the Owners Corporation arising from any breach by the Owner of its obligations under this By-Law, including the Owner's ongoing obligation under clause 6.1;

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7.1.3 any amount payable by way of increased insurance premiums by the Owners Corporation as a direct result of the Improvements;

7.1.4 any costs or expenses incurred by the Owners Corporation by way of increased fire safety compliance or local authority requirements as a direct result of the construction, installation, operation or maintenance of the Improvements; and

7.1.5 claim, liability, loss or damage incurred by the Owners Corporation under section 65(6) of the Act respect of the maintenance or repair of the common property to which the Improvements are attached.

7.2 The Owners Corporation may recover from the Owner any amount recoverable by the Owners Corporation under this By-Law as a debt due to the Owners Corporation on demand with interest at the same rate of interest payable by an owner under section 79(2) of the Act for unpaid contributions until that debt is paid in full.

7.3 The indemnities in this By-Law and independent and continuing obligations of the Owner and include the reasonable legal costs and expenses of the Owner's Corporation.

7.4 Nothing in this By-Law restricts the rights of or the remedies available to the Owners Corporation as a consequence of any breach of this By-Law.

### 8. Release from liability for ongoing maintenance

8.1 For the purposes of section 62(3) of Act, the Owners Corporation determines it is inappropriate for the Owners Corporation to maintain, renew, replace or repair the Improvements, and the Owner irrevocably waives any right to claim any amount or contribution from the Owners Corporation in respect of the maintenance, repair, renewal or replacement of the Improvements.

### 9. Breach of By-law

9.1 The Owner must remove and/or relocate the Improvements and reinstate the common property to its original state, at the Owner's cost, if:

9.1.1 the Owner breaches any condition in this By-Law and that breach is not rectified within a reasonable time after a request is made by the Owners Corporation to rectify the breach; or

9.1.2 a court, tribunal or other regulatory authority orders the removal or replacement of the Improvements.

### 10. Miscellaneous

10.1 The Owner must pay the reasonable costs of the Owners Corporation incidental to the making and registering of this By-Law.

10.2 The Managing Agent is authorised to register this By-Law on behalf of the Owners Corporation and to affix the common seal in accordance with section 238 of the Act.

## Special By-Law 16 Lot 31 improvements

1. This by-law confers on the Owner special privileges in respect of part of the common property as a consequence of the Improvements to be made to the Owner's lot.

2. The special privileges conferred by this by-law are the rights to alter and use the common property by

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making Improvements that affect the common property.

3. "Owner" means the owner or owners of Lot 31 from time to time of Strata Plan 60182.

4. "Improvements" means the alterations and additions undertaken by the Owner (at the Owner's cost and to remain the Owner's fixtures) as detailed below of which only the following works affect common property -

a. Removal and Replacement of bathroom and laundry including:

- i. Replacement of flooring, exposure of concrete slab and installation/application of new Waterproofing membrane;
- ii. Replacement of toilet, bath, vanity, cupboards and new tapware;
- iii. Installation of floor to wall granite tiling;

5. The Owners Corporation, under this by-law, provides its consent for the special privileges granted to the Owner.

6. To the extent of any inconsistency with previous by-laws, this by-law prevails

Before making Improvements

7. The Owner must obtain written approval for the Improvements from the relevant consent authority under the Environmental Planning and Assessment Act 1979 (and only required) and any other relevant statutory authority whose requirements apply to making the Improvements.

8. The Owner must submit to the Owners Corporation any documents reasonably required by the Owners Corporation relating to the making of the Improvements prior to commencing the Improvements.

9. The Owner must ensure that the Improvements comply with the standards as set out in the Building Code of Australia (BCA) current at the time the Improvements are being carried out by the Owner.

10. The Owner must ensure that any party carrying out the removal and replacement of the Bathroom and Laundry and the installation of the tiling effects and maintains all works insurance workers compensation insurance and public liability insurance in the amount of at least \$10 million and provides certificates of currency evidencing the insurance on request by the owners corporation.

Carrying out the Improvements

11. In carrying out the Improvements, the Owner must: required) and any other relevant statutory authority whose requirements apply to making the Improvements.

12. The Owner must submit to the Owners Corporation any documents reasonably required by the Owners Corporation relating to the making of the Improvements prior to commencing the Improvements.

13. The Owner must ensure that the Improvements comply with the standards as set out in the Building Code of Australia (BCA) current at the time the Improvements are being carried out by the Owner.

14. The Owner must ensure that any party carrying out the removal and replacement of the Bathroom and the installation of the Air Conditioning Units effects and maintains contractors ail works insurance, workers compensation insurance and public liability insurance in the amount of \$10 million and provides certificates of currency evidencing the insurance on request by the owners corporation.

Carrying out the Improvements

15. In carrying out the Improvements, the Owner must:

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- a. transport all construction materials, equipment, debris and other material, in the manner reasonably directed by the Owners Corporation;
- b. protect all areas of the building outside their lot from damage by making the Improvements or the transportation of construction materials, equipment, debris;
- c. keep all areas of the building outside their lot clean and tidy throughout the performance of making the Improvements;
- d. only make the Improvements at the times approved by the Owners Corporation;
- e. not create noise that causes unreasonable discomfort, disturbance or interference with activities of any other occupier of the building;
- f. remove all debris resulting from making the Improvements immediately from the building; and
- g. comply with the requirements of the Owners Corporation to comply with any by laws and any relevant statutory authority concerning the performance of making the Improvements

16. The Owner must ensure that the Improvements shall be done:

- a. in a proper and workmanlike manner and by duly licensed insured contractors; and
- b. in accordance with the drawings and specifications approved by the Owners Corporation.

### Repair and Maintenance

17. The Owner must, at the Owner's cost:

- a. properly maintain and keep the common property to which the Improvements are erected or attached in a state of good and serviceable repair and
- b. properly maintain and keep the Improvements in a state of good and serviceable repair and must replace the Improvements (or any part of them) as required from time to time.

18. If the Owner removes the Improvements or any part of the Improvements made under this by-law, the Owner must at the Owners own cost, restore and reinstate the common property to its original condition.

### Liability and Indemnity

19. The Owner indemnifies the Owners Corporation against

- a. any legal liability, loss, claim or proceedings in respect of any injury, loss or damage to the common property or to other property to the extent that such injury, loss or damage arises from or in relation to the Improvements;
- b. any amount payable by way of increased insurance premiums by the Owners Corporation as a direct result of the Improvements;
- c. any amount payable by way of increased fire safety compliance or local authority requirements as a direct result of the Improvements; and
- d. liability under section 106(6) of the Strata Schemes Management Act 2015 in respect of repair of the common property attached to the Improvements.

20. Any loss and damage suffered by the Owners Corporation as a result of making the Improvements may be recovered from the Owner as a debt due to the Owners Corporation on demand with interest at the rate of 10% per annum until the loss and damage is made good.

21. To the extent that section 106(3) of the Strata Schemes Management Act 2015 is applicable, the Owners Corporation determines it is inappropriate for the Owners Corporation to maintain, renew, replace or repair the Improvements proposed under this by-law.

### Breach of By-law

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22. The Owners Corporation reserves the right to take action against the Owner to replace the Improvements or reinstate the common property affected by the Improvements to its original condition if the Owner breaches the conditions in this by-law and that breach is not rectified within a reasonable time after a request is made by the Owners Corporation to rectify the breach.

23. The Owner must pay the reasonable costs of the Owners Corporation incidental to the making and registering of this by-law.

24. The Managing Agent be authorised to register this by-law on behalf of the Owners Corporation affix the common seal in accordance with section 273 of the Strata Schemes Management Act 2015.

### **Special By-Law 17** **Lot 71 improvements**

1. This by-law confers on the Owner special privileges in respect of part of the common property as a consequence of the Improvements to be made to the Owner's lot.

2. The special privileges conferred by this by-law are the rights to alter and use the common property by making Improvements that affect the common property.

3. "Owner" means the owner or owners of Lot 71 from time to time of Strata Plan 60182.

4. "Improvements" means the alterations and additions undertaken by the Owner (at the Owner's cost and to remain the Owner's fixtures) as detailed below of which only the following works affect common property -

- a. Removal and Replacement of main bathroom and ensuite within the Lot including:
  - i. Replacement of flooring, exposure of concrete slab and installation/application of new Waterproofing membrane;
  - ii. Replacement of toilet, bath, vanity, cupboards and new tapware;
  - iii. Installation of floor to wall tiling;

5. The Owners Corporation, under this by-law, provides its consent for the special privileges granted to the Owner.

6. To the extent of any inconsistency with previous by-laws, this by-law prevails.

#### Conditions

##### Before making Improvements

7. The Owner must obtain written approval for the Improvements from the relevant consent authority under the Environmental Planning and Assessment Act 1979 (and only if required) and any other relevant statutory authority whose requirements apply to making the Improvements.

8. The Owner must submit to the Owners Corporation any documents reasonably required by the Owners Corporation relating to the making of the Improvements prior to commencing the Improvements.

9. The Owner must ensure that the Improvements comply with the standards as set out in the Building Code of Australia (BCA) current at the time the Improvements are being carried out by the Owner.

10. The Owner must ensure that any party carrying out the removal and replacement of the Bathroom and the installation of the tiling effects and maintains all works insurance, workers compensation insurance and public liability insurance in the amount of at least \$10 million and provides certificates of currency evidencing the

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insurance on request by the owners corporation.

### Carrying out the Improvements

11. In carrying out the Improvements, the Owner must:

- a. Cause to transport all construction materials, equipment, debris and other material, in the manner reasonably directed by the Owners Corporation;
- b. protect all areas of the building outside their lot from damage by making the Improvements or the transportation of construction materials, equipment, debris;
- c. keep all areas of the building outside their lot clean and tidy throughout the performance of making the Improvements;
- d. only make the Improvements at the times approved by the Owners Corporation;
- e. not create noise that causes unreasonable discomfort, disturbance or interference with activities of any other occupier of the building;
- f. remove all debris resulting from making the Improvements immediately from the building; and
- g. comply with the requirements of the Owners Corporation to comply with any by laws and any relevant statutory authority concerning the performance of making the Improvements

12. The Owner must ensure that the Improvements shall be done:

- a. in a proper and workmanlike manner and by duly licensed insured contractors; and
- b. in accordance with the drawings and specifications approved by the local council and the Owners Corporation.

### Repair and Maintenance

13. The Owner must, at the Owner's cost:

- a. properly maintain and keep the common property wall to which the Improvements are erected or attached in a state of good and serviceable repair; and
- b. properly maintain and keep the Improvements in a state of good and serviceable repair and must replace the Improvements (or any part of them) as required from time to time.

14. If the Owner removes the Improvements or any part of the Improvements made under this by-law, the Owner must at the Owners own cost, restore and reinstate the common property to its original condition.

### Liability and indemnity

15. The Owner indemnifies the Owners Corporation and / or any member of the Owners Corporation against -

- a. any legal liability, loss, claim or proceedings in respect of any injury, loss or damage to the common property or to other property to the extent that such injury, loss or damage arises from or in relation to the Improvements;
- b. any amount payable by way of increased insurance premiums by the Owners Corporation as a direct result of the Improvements;
- c. any amount payable by way of increased fire safety compliance or local authority requirements as a direct result of the Improvements; and
- d. liability under section 106(6) of the Strata Schemes Management Act 2015 in respect of repair of the common property attached to the Improvements.

16. Any loss and damage suffered by the Owners Corporation as a result of making the Improvements may be recovered from the Owner as a debt due to the Owners Corporation on demand with interest at the rate of 10% per annum until the loss and damage is made good.



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17. To the extent that section 106(3) of the Strata Schemes Management Act 2015 is applicable, the Owners Corporation determines it is inappropriate for the Owners Corporation to maintain, renew, replace or repair the Improvements proposed under this by-law.

Breach of By-law

18. The Owners Corporation reserves the right to take action against the Owner to replace the Improvements or reinstate the common property affected by the Improvements to its original condition if the Owner breaches the conditions in this by-law and that breach is not rectified within a reasonable time after a request is made by the Owners Corporation to rectify the breach.

### Special By-Law 18 Short term letting

#### 1. Short-term Letting

1.1 Subject to section 137A of the Strata Schemes Management Act 2015, An owner or occupier shall not use, or advertise for use, their lot or the common property for Tourist, Visitor or Student Accommodation whether for profit or not.

#### 2. Definitions and Interpretation

##### 2.1 Interpretation

In this by-law, unless the context otherwise requires:

- a. the singular includes the plural and vice versa;
- b. a reference to a document, includes any amendment, replacement or novation of it;
- c. where any word or phrase is given a definite meaning, any part of speech or other grammatical form of the word or phrase has a corresponding meaning;
- d. any reference to legislation includes any amending or replacing legislation;
- e. any reference to legislation includes any subordinate legislation or other instrument created thereunder; and
- f. a term defined in the Strata Schemes Management Act 2015 or Strata Schemes (Freehold Development) Act 1973 will have the same meaning.

##### 2.2 Conflict

- a. To the extent that any term of this by-law is inconsistent with the Strata Schemes Management Act 2015 or any other Act or law it is to be severed and this by-law will be read and be enforceable as if so consistent.
- b. To the extent that this by-law is inconsistent with any other by-law of the Strata Scheme the provisions of this by-law prevail to the extent of that inconsistency.

##### 2.3 Definitions

In this by-law, unless the context otherwise requires:

**common property** means the common property in the strata scheme;

**lot** means a lot in the strata scheme;

**occupier** means:

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- a. the occupier of a lot, but only in relation to the lot occupied by that occupier;
- b. where there is more than one occupier of that lot, means those occupiers jointly and severally, but only in relation to that lot; and
- c. where there is more than one lot occupied by that occupier or occupiers, means that occupier or those occupiers (joint and severally) in respect of each such lot severally;

**owner** means:

- a. the owner of a lot, but only in relation to the lot owned by that owner;
- b. where there is more than one owner of that lot, means those owners jointly and severally, but only in relation to that lot; and
- c. where there is more than one lot owned by that owner or owners, means that owner or those owners (joint and severally) in respect of each such lot severally;

**owners corporation** means the owners corporation created on registration of the strata plan;

**property** means the land and buildings the subject of the strata plan;

**strata scheme** means the strata scheme relating to the strata plan;

**strata plan** means strata plan number 60182; and

**Tourist and Visitor Accommodation** means a temporary or short-term accommodation on a short-term basis including but not limited to serviced apartments, backpacker accommodation, boarding house accommodation, hotels, guest houses, bed and breakfast establishments, motels and the like.

**Student Accommodation** means accommodation offered to students or other persons on a short-term basis where the persons are not all identified as tenants upon a residential tenancy lease (minimum 6 month duration) and/or where all of the persons are identified as tenants upon a residential tenancy lease and the occupancy rates are in excess of twice the number of bedrooms within the dwelling.

### Special By-Law 19 Air conditioning (Lot 136)

#### 1. Introduction

1.1 This by-law authorises Works to be conducted by the Owner.

1.2 This by-law further grants to the Owner exclusive use of so much of the Works as comprise part of the Common Property so that the Owner may use and enjoy the benefit of the Works on certain terms and conditions.

#### 2. Definitions & Interpretation

2.1 In this by-law:

"**Building**" means the building to which the Works are attached.

"**Common Property**" means the common property for the Strata Scheme.

"**Development Act**" means the Strata Schemes (*Freehold Development*) Act 1973.

"**Executive Committee**" means the executive committee of the Owners Corporation.

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"**Lot**" means lot 136 within the Strata Scheme.

"**Management Act**" means the *Strata Schemes Management Act 2015*.

"**Occupier**" means an Occupier of a lot within the Strata Scheme and includes, without limiting the generality of the foregoing, lessees and licensees.

"**Owner**" means the owner of the Lot for the time being.

"**Owners Corporation**" means the owners corporation for the Strata Scheme.

"**Strata Managing Agent**" means a strata managing agent appointed to the Strata Scheme pursuant to the Management Act.

"**Strata Plan**" means the strata plan for the Strata Scheme.

"**Strata Scheme**" means the Strata Scheme in respect of which this by-law applies.

"**Strata Legislation**" means the Development Act and the Management Act.

"**Works**" means the installation of a total climate control air conditioning system, with the motor in the Lot's car space, in accordance with the attached plans, and including installing such pipes, wires and conduits as are reasonably necessary to connect the unit to service the inside of the Lot.

2.2 In this by-law:

2.5.1 headings have been inserted for guidance only and do not affect the interpretation of this by-law,

2.5.2 references to any statutory or like provisions include any statutory or like provisions amending, consolidating or replacing the same, and all by laws, ordinances, proclamations, regulations, rules and other authorities made under them,

2.5.3 words importing the singular number include the plural and vice versa,

2.5.4 words importing the masculine, feminine or neuter gender include both of the other two genders,

2.5.5 where any word or phrase is given a definite meaning any part of speech or other grammatical form in respect of that word or phrase has a corresponding meaning.

2.5.6 where any decision needs to be made by the Owners Corporation that decision may be made by the Executive Committee unless the decision would constitute a decision on any matter or type of matter that the Owners Corporation has determined in general meeting is to be decided only by the Owners Corporation in general meeting or is a decision which can only be made by the Owners Corporation in general meeting pursuant to the Strata Legislation.

2.5.7 any expression used in this by-law and which is defined in the Strata Legislation will have the same meaning as that expression has in that legislation unless a contrary intention is expressed in this by-law, and

2.5.8 if there is any inconsistency between this by-law and any other by law applicable to the Strata Scheme, then the provisions of this by-law will prevail to the extent of that inconsistency.

### **3.0 Authorisation and Right of Exclusive Use**

#### **3.1 Authorisation**

3.1.1 The Owner is specifically authorised to and has a special privilege to conduct the Works, subject to the

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terms of this by-law.

### **3.2 The Grant of Exclusive Use**

3.2.1 The Owner will have a right of exclusive use and enjoyment of so much of the Works as comprise part of the Common Property, and so much of the Common Property as is reasonably required for the operation of and to keep the Works, on the terms and conditions set out in this by-law.

### **3.3 Rights of the Owners Corporation**

3.3.1 The right of exclusive use and enjoyment granted to the Owner is subject to the Owners Corporation being able to obtain access to and the use of any part of that Common Property required for the purposes of fulfilling any obligation which the Owners Corporation may have under the Strata Legislation or any other law.

### **3.4 Responsibility for Maintenance and Upkeep**

3.4.1 The Owner is responsible at all times for the proper maintenance of, and keeping in a state of good and serviceable repair, the Works and, when necessary, renewing or replacing any part of the Works.

## **4.0 Terms & Conditions**

### **4.1 Before Commencement of the Works**

4.1.1 Before commencing the Works the Owner must:

4.1.1.1 give the Owners Corporation at least 14 days' notice of the commencement of the Works;

4.1.1.2 if requested, and for any contractor carrying out the Works on the Owner's behalf, obtain and provide to the Owners Corporation a copy of a certificate of insurance evidencing a contractor's all risk insurance policy which is current and which includes public liability cover of not less than \$10 million in respect of any claim noting the interests of the Owners Corporation on the policy, and

4.1.1.3 pay for all costs associated with this by-law including, but without limiting the generality of the foregoing, the costs of the drafting, passing and registration of this by-law.

### **4.2 During the Conduct of the Works**

4.2.1 During the Works the Owner must:

#### **4.2.1.1 Standard of Workmanship**

ensure the Works are carried out in a proper and workmanlike manner by appropriately qualified and licensed tradespersons utilising only first quality materials which are good and suitable for the purpose for which they are used,

#### **4.2.1.2 Quality of the Works**

make certain the Works are in accordance with any specification,

#### **4.2.1.3 Debris**

ensure that any debris is removed from the Common Property daily and strictly in accordance with the reasonable directions of the Owners Corporation,

#### **4.2.1.4 Storage of Building Materials on Common Property**

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make sure that no building materials are stored on Common Property,

### 4.2.1.5 Times for Renovations

ensure that the Works are only carried out between the hours of 7.00am - 4.30pm on Monday - Friday and are not performed on weekends or public holidays,

### 4.2.1.6 Interruption to Services

give the occupiers of other lots at least 48 hours' prior notice of any planned interruption to the services in the Strata Scheme such as water, electricity, television, cable television,

### 4.2.1.7 Costs of Works

pay all costs associated with the Works,

### 4.2.1.8 Comply with All Laws

comply with all statutes, by-laws, regulations, rules and other laws for the time being in force and which are applicable to the Works, and

### 4.2.1.9 Right of Access

give the Owners Corporation's nominated representative(s) access to inspect the Works within 48 hours of any requests from the Owners Corporation.

## 4.3 After the Conduct of the Works

4.3.1 After the Works are complete, the Owner must:

4.3.1.1 restore all Common Property damaged or affected by the Works as nearly as possible to the state which they were in immediately prior to commencement of the Works, and

4.3.1.2 provide the Owners Corporation's nominated representative(s) access to inspect the Works within 48 hours of any request from the Owners Corporation, in order to ascertain compliance with this by-law (the Owners Corporation's right to inspect the Works will expire once it is reasonably satisfied that the conditions of this by-law have been complied with).

## 4.4 Enduring Obligations

The Owner must:

4.4.1 make good any damage to another lot or the Common Property caused by the Works no matter when such damage may become evident,

4.4.2 or the Common Property caused by the Works has been repaired, and notify the Owners Corporation that any damage to another lot

4.4.3 comply with all statutes, by-laws, regulations, rules and other laws for the time being in force and which are applicable to the Works, and

4.4.4 ensure that:

- a. the Works do not create any excessive noise or otherwise interfere with the peaceful enjoyment of the occupier of another lot or of any person lawfully using their lot or the Common Property;
- b. any holes or penetrations made to enable any part of the air-conditioner to enter the Lot are at all times

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- adequately sealed and waterproofed; and
- c. the air-conditioning unit has appropriate fittings to make certain that any condensation does not drip onto any other part of the Building.

### 4.5 Indemnity

The Owner indemnifies and keeps indemnified the Owners Corporation against all actions, proceedings, claims, demands, costs, damages and expenses which may be incurred by or brought or made against the Owners Corporation arising out of the Works or the altered state or use of the Common Property arising therefrom.

### 4.6 Access

The Owners Corporation must give the Owner and the Owner's tradespersons reasonable access through the Common Property for the purpose of carrying out the Works and enabling the Owner to comply with any condition imposed by this by-law.

### 5.0 Breach of this By-Law

5.1 If the Owner breaches any condition of this by-law and fails to rectify that breach within 30 days of service of a written notice from the Owners Corporation requiring rectification of that breach, then the Owners Corporation may:

5.1.1 rectify any such breach,

5.1.2 enter on any part of the Common Property or the Lot, by its agents, employees or contractors for the purpose of rectifying any such breach, and

5.1.3 recover as a debt due from the Owner the costs of the rectification together with the expenses of the Owners Corporation incurred in recovering those costs including legal costs on an indemnity basis.

5.2 Nothing in this clause restricts the rights of or the remedies available to the Owners Corporation as a consequence of a breach of this by-law.

## Special By-Law 20 Cosmetic work

### 1. Introduction

This by-law sets out the rules you must follow if you intend to carry out cosmetic work to a common property in the building in connection with your apartment.

### 2. Definitions & Interpretation

2.1 In this by-law, unless the context or subject matter otherwise indicates or requires:

"Act" means the *Strata Schemes Management Act 2015*,

"apartment" means a lot in the strata scheme,

"building" means the building in the strata scheme in which your apartment is located,

"common property" means the common property in the strata scheme



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**"cosmetic work"** means any work to a common property in the building in connection with your apartment for the following purposes:

- a. installing or replacing hooks, nails, screws or the like for hanging paintings and other things on walls,
- b. installing any device used to affix decorative items to the internal surfaces of walls in your apartment,
- c. installing or replacing handrails,
- d. painting,
- e. filling minor holes and cracks in internal walls,
- f. laying carpet,
- g. installing or replacing built-in wardrobes,
- h. installing or replacing internal blinds and curtains,
- i. installing any locking or other safety device to improve safety within your apartment,
- j. installing any locking or other safety device for protection of your apartment against intruders,
- k. installing any screen or other device to prevent entry of animals or insects on your apartment,
- l. installing any structure or device to prevent harm to children,

but cannot include non-cosmetic work,

**"non-cosmetic work"** means:

- a. work that consists of minor renovations for the purposes of section 110 of the Act and any by-law that specifies additional work that is to be a minor renovation for the purposes of section 110 of the Act,
- b. work involving structural changes,
- c. work that changes the external appearance of an apartment, including the installation of an external access ramp,
- d. work that detrimentally affects the safety of an apartment or common property, including fire safety systems,
- e. work involving waterproofing or the plumbing or exhaust system of a building,
- f. work involving reconfiguring walls,
- g. work for which consent or another approval is required under any other Act such as development consent of the local council under the *Environmental Planning and Assessment Act 1979*,

**"strata scheme"** means the strata scheme to which this by-law applies, and

**"you"** means an owner of an apartment and includes your successors in title.

2.2 In this by-law, unless the context or subject matter otherwise indicates or requires:

- a. headings have been inserted for guidance only and do not affect the interpretation of this by-law,
- b. references to any legislation include any legislation amending, consolidating or replacing the same, and all by-laws, ordinances, proclamations, regulations, rules and other authorities made under them,
- c. words importing the singular number include the plural and vice versa,
- d. where any word or phrase is given a definite meaning any part of speech or other grammatical form in respect of that word or phrase has a corresponding meaning,
- e. any expression used in this by-law and which is defined in the Act will have the same meaning as that expression has in that Act unless a contrary intention is expressed in this by-law, and
- f. if there is any inconsistency between this by-law and any other by-law applicable to the strata scheme, then the provisions of this by-law will prevail to the extent of that inconsistency.

### **3. Cosmetic Work**

3.1 You may carry out cosmetic work without the approval of the owners corporation.

3.2 If you carry out cosmetic work, you must comply with the rules for cosmetic work specified in this by-law.

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### **4. Rules for Cosmetic Work**

#### **4.1 During Cosmetic Work**

During any cosmetic work you carry out, or which a person carries out on your behalf, you must:

**a. Standard of Workmanship**

ensure the cosmetic work is carried out in a competent and proper manner utilising only first quality materials which are good and suitable for the purpose for which they are used,

**b. Quality of Cosmetic Work**

make certain the cosmetic work is completed in accordance with any specifications for it and complies with the Building Code of Australia and any applicable Australian Standard (in the event of a conflict, the Building Code of Australia shall prevail),

**c. Time for Completion of Cosmetic Work**

make sure the cosmetic work is carried out with due diligence and is completed as soon as practicable from the date of commencement,

**d. Times for Cosmetic Work**

ensure that the cosmetic work is only carried out between the hours of 8.00am -5.00pm on Monday - Friday and 9.00am - 3.00pm on Saturdays (not including public holidays) and is not carried out during any other times,

**e. Appearance of Cosmetic Work**

ensure the cosmetic work is carried out and completed in a manner which is in keeping with the rest of the building,

**f. Noise During Cosmetic Work**

ensure the cosmetic work does not create any excessive noise in your apartment or in a common property that is likely to interfere with the peaceful enjoyment of the occupier of another apartment or of any person lawfully using a common property,

**g. Transportation of Construction Equipment**

ensure that all construction materials and equipment in connection with the cosmetic work are transported in accordance with any manner reasonably directed by the owners corporation and in a manner that does not cause damage to the building,

**h. Debris**

ensure that any debris and rubbish associated with or generated by the cosmetic work is removed from the building strictly in accordance with the reasonable directions of the owners corporation,

**i. Storage of Building Materials on common propertys**

make sure that no building materials are stored in a common property,

**j. Protection of Building**

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protect all areas of the building outside your apartment which are affected by the cosmetic work from damage, the entry of water or rain and from dirt, dust and debris relating to the cosmetic work and ensure that all common property, especially the walls, floors and lift leading to your apartment, are protected by covers and mats when transporting furniture, construction materials, equipment and debris through the building,

**k. Daily Cleaning**

clean any part of the common property affected by the cosmetic work on a daily basis and keep all of those common property clean, neat and tidy during the cosmetic work,

**l. Security**

ensure that the security of the building is not compromised and that no external doors in the common property of the building are left open and unattended or left open for longer than is reasonably necessary during the cosmetic work,

**m. Costs of Cosmetic work**

pay all costs associated with the cosmetic work.

### **4.3 After Cosmetic Work**

You must:

**a. Maintenance of Cosmetic Work**

properly maintain the cosmetic work and keep it in a reasonable state of good and serviceable repair and, where necessary, renew or replace any part of the cosmetic work,

**b. Repair Damage**

repair any damage caused to another apartment or any common property by the carrying out of the cosmetic work in a competent and proper manner,

**c. Prevent Excessive Noise**

ensure that any equipment forming part of the cosmetic work does not create or generate any heat, noise or vibrations that are likely to interfere with the peaceful enjoyment of the occupier of another apartment or of any person lawfully using a common property,

**d. Indemnity**

indemnify and keep indemnified the owners corporation against all actions, proceedings, claims, demands, costs, damages and expenses which may be incurred by or brought or made against the owners corporation arising out of the cosmetic work or the altered state or use of any of the common property arising from the cosmetic work or your breach of this by-law,

**e. Comply with the Law**

comply with all statutes, by-laws, regulations, rules and other laws for the time being in force and which are applicable to the cosmetic work and the requirements of the local council concerning the cosmetic work.

### **5. Breach of this By-Law**

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5.1 If you breach any condition of this by-law and fail to rectify that breach within 14 days of service of a written notice from the owners corporation requiring rectification of that breach (or such other period as is specified in the notice), then the owners corporation may:

- a. rectify the breach,
- b. enter on any part of the building including your apartment, by its agents, employees or contractors, in accordance with the Act for the purpose of rectifying the breach, and
- c. recover as a debt due from you the costs of the rectification and the expenses of the owners corporation incurred in recovering those costs including legal costs on an indemnity basis.

5.2 Nothing in this clause restricts the rights of or the remedies available to the owners corporation as a consequence of a breach of this by-law.

### **6. Specification of Additional Cosmetic Work**

To avoid doubt, this by-law specifies additional work that is to be cosmetic work for the purposes of section 109 of the Act.

### **7. Decision of Owners Corporation not to Maintain Cosmetic Work**

To avoid doubt, the owners corporation determines that:

- a. it is inappropriate for the owners corporation to maintain, renew, replace or repair any item of cosmetic work done by you;
- b. and in the light of the obligations imposed on you in this by-law to maintain, renew, replace or repair any item of cosmetic work done by you, its decision will not affect the safety of any building, structure or common property in the strata scheme or detract from the appearance of any property in the strata scheme.

## **Special By-Law 21 Minor renovations**

### **1. Introduction**

This by-law sets out the rules you must follow if you intend to carry out minor renovations to a common property in the building in connection with your apartment.

### **2. Definitions & Interpretation**

2.1 In this by-law, unless the context or subject matter otherwise indicates or requires:

- a. "**Act**" means the *Strata Schemes Management Act 2015*,
- b. "**apartment**" means a lot in the strata scheme,
- c. "**building**" means the building in the strata scheme in which your apartment is located,
- d. "**common property**" means the common property in the strata scheme,
- e. "**minor renovations**" means any work to a common property in the building in connection with your apartment for the following purposes
  - i. renovating a kitchen,
  - ii. renovating a bathroom in a manner that does not involve waterproofing,
  - iii. renovating any other room in your apartment in a manner that does not involve waterproofing or structural changes,
  - iv. changing recessed light fittings,
  - v. removing carpet or other soft floor coverings to expose underlying wooden or other hard floors,

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- vi. installing or replacing wood or other hard floors,
- vii. installing or replacing wiring or cabling or power or access points,
- viii. installing or replacing pipes and ducts,
- ix. work involving reconfiguring walls in a manner that does not involve structural changes,
- x. installing a rainwater tank,
- xi. installing a clothesline,
- xii. installing a reverse cycle split system air conditioner or a ducted air conditioning system,
- xiii. installing double or triple glazed windows,
- xiv. installing a heat pump or hot water service,
- xv. installing ceiling insulation,
- xvi. installing an aerial or antenna,
- xvii. installing a satellite dish with a diameter no greater than 1.5 metres,
- xviii. installing a skylight, whirlybird, ventilation or exhaust fan in a roof directly above your apartment,

but cannot include non-minor renovations,

- f. **"non-minor renovations"** means:
  - i. work that consists of cosmetic work for the purposes of section 109 of the Act and any by-law that specifies additional work that is to be cosmetic work for the purposes of section 109 of the Act,
  - ii. work involving structural changes,
  - iii. work that changes the external appearance of a lot, including the installation of an external access ramp,
  - iv. work involving waterproofing,
  - v. work for which consent or another approval is required under any other Act such as development consent of the local council under the Environmental Planning and Assessment Act 1979,
  - vi. work that is authorised by a by-law made under section 108 of the Act or a common property rights by-law,
- g. **"strata scheme"** means the strata scheme to which this by-law applies, and
- h. **"you"** means an owner of an apartment and includes your successors in title.

2.2 In this by-law, unless the context or subject matter otherwise indicates or requires:

- a. headings have been inserted for guidance only and do not affect the interpretation of this by-law,
- b. references to any legislation include any legislation amending, consolidating or replacing the same, and all by-laws, ordinances, proclamations, regulations, rules and other authorities made under them,
- c. words importing the singular number include the plural and vice versa,
- d. where any word or phrase is given a definite meaning any part of speech or other grammatical form in respect of that word or phrase has a corresponding meaning,
- e. any expression used in this by-law and which is defined in the Act will have the same meaning as that expression has in that Act unless a contrary intention is expressed in this by-law, and
- f. if there is any inconsistency between this by-law and any other by-law applicable to the strata scheme, then the provisions of this by-law will prevail to the extent of that inconsistency.

### **3. Minor Renovations Approval Process**

#### **3.1 Minor Renovations Require Approval**

You may carry out, or permit another person to carry out on your behalf, minor renovations with the approval of the owners corporation or strata committee.

#### **3.2 The Approval Process**

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3.2.1 If you wish to carry out minor renovations you must make an application to the owners corporation in order to seek its approval of the minor renovations.

3.2.2 The application must be in writing and sent to the strata managing agent of the owners corporation or, if there is no strata managing agent, to the secretary of the owners corporation.

3.2.3 Your application must contain:

- a. your name, address and telephone number,
- b. your apartment and lot number,
- c. details of the minor renovations,
- d. drawings, plans and specifications for the minor renovations,
- e. an estimate of the duration and times of the minor renovations,
- f. details of the persons carrying out the minor renovations including the name, licence number, qualifications and telephone number of those persons,
- g. details of arrangements to manage any resulting rubbish or debris arising from the minor renovations.

3.2.4 The owners corporation may request further information to supplement the information contained in your application but it must not act unreasonably when doing so.

3.2.5 The owners corporation may engage a consultant to assist it review your application.

3.2.6 The owners corporation may:

- a. approve your application either with or without conditions, or
- b. withhold approval of your application (but it must not act unreasonably when doing so).

3.2.7 You must comply with any conditions which the owners corporation issues as part of its approval and the conditions contained in this by-law.

### **4. Conditions for Minor Renovations**

#### **4.1 Before the Minor Renovations**

4.1.1 Before commencing the minor renovations, you must:

**a. Prior Notice**

give the owners corporation at least 14 days' written notice. Your written notice must include the estimated start date of the minor renovations and the estimated end date of the minor renovations,

**b. Contractor's Licence and Insurance Details**

give the owners corporation a copy of a certificate or other document demonstrating that the contractor who will carry out the minor renovations holds a current:

- i. licence,
- ii. all risk insurance policy which must include public liability cover in the sum of \$10,000,000.00,
- iii. workers compensation insurance policy (if required by law), and
- iv. home building compensation fund insurance policy under the Home Building Act 1989 for the minor renovations (if required by law),

**c. Engineer's Report**

if requested to by the owners corporation, give the owners corporation a report from a structural engineer addressed to the owners corporation certifying that the minor renovations do not involve structural changes,

**d. Acoustic Consultant's Report**

if the minor renovations will involve removing carpet or other soft floor coverings to expose underlying wooden or other hard floors or installing or replacing wood or other hard floors (apart from floor



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coverings in a laundry, lavatory or bathroom), if requested to by the owners corporation, give the owners corporation a report from an acoustic consultant certifying the acoustic properties of the new floor coverings,

e. **Dilapidation Report**

if requested to by the owners corporation, give the owners corporation a dilapidation report (which must include photographs) concerning the areas of the building the owners corporation requires to be included in that report,

f. **Bond**

if requested to by the owners corporation, pay a bond to the owners corporation in the sum of \$5,000 or such other amount determined from time to time by the owners corporation,

g. **Costs**

pay the reasonable costs of the owners corporation incurred in connection with considering or approving your application for minor renovations including any consultant's costs.

4.2 If you have not complied with any of the conditions set out in clause 4.1.1 you must not begin the minor renovations and if you have already begun the minor renovations you must immediately stop them.

### 4.3 During the Minor renovations

During the minor renovations you must:

a. **Standard of Workmanship**

ensure the minor renovations are carried out in a competent and proper manner by appropriately qualified and licensed contractors utilising only first quality materials which are good and suitable for the purpose for which they are used,

b. **Quality of Minor Renovations**

make certain the minor renovations are completed in accordance with any specifications for them and comply with the Building Code of Australia and any applicable Australian Standard (in the event of a conflict, the Building Code of Australia shall prevail),

c. **Time for Completion of Minor Renovations**

make sure the minor renovations are carried out with due diligence and are completed as soon as practicable from the date of commencement,

d. **Times for Minor Renovations**

ensure that the minor renovations are only carried out between the hours of 8.00am - 5.00pm on Monday - Friday and 9.00am - 3.00pm on Saturdays (not including public holidays) and are not carried out any other times,

e. **Times for Operation of Noisy Equipment**

make sure that percussion tools and noisy equipment such as jack hammers and tile cutters are only used between 10.00am - 3.00pm and that at least 72 hours notice is given to the occupiers of the other apartments in the building by a sign prominently displayed on the noticeboard before the use of any such tools and equipment.

f. **Appearance of Minor Renovations**

ensure the minor renovations are carried out and completed in a manner which is in keeping with the rest of the building,

g. **Noise During Minor Renovations**

ensure the minor renovations and your contractors do not create any excessive noise in your apartment or in a common property that is likely to interfere with the peaceful enjoyment of the occupier of another apartment or of any person lawfully using a common property,

h. **Transportation of Construction Equipment**

ensure that all construction materials and equipment are transported in accordance with any manner reasonably directed by the owners corporation and in a manner that does not cause damage to the building,

i. **Debris**

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ensure that any debris and rubbish associated with or generated by the minor renovations is removed from the building strictly in accordance with the reasonable directions of the owners corporation,

- j. **Storage of Building Materials on common property**  
make sure that no building materials are stored in a common property,
- k. **Protection of Building**  
protect all areas of the building outside your apartment which are affected by the minor renovations from damage, the entry of water or rain and from dirt, dust and debris relating to the minor renovations and ensure that all common property, especially the walls, floors and lift leading to your apartment, are protected by covers and mats when transporting furniture, construction materials, equipment and debris through the building,
- l. **Daily Cleaning**  
clean any part of the common property affected by the minor renovations on a daily basis and keep all of those common property clean, neat and tidy during the minor renovations,
- m. **Interruption to Services**  
minimise any disruption to services in the building and give the occupiers of the other apartments in the building at least 72 hours prior notice of any planned interruption to the services in the building such as water, electricity and television by a sign prominently displayed on the noticeboard before any such disruption,
- n. **Access**  
give the owners corporation's nominee (which may be its consultant) access to your apartment to inspect (and, if applicable, supervise) the minor renovations on reasonable notice,
- o. **Vehicles**  
ensure that no contractor's vehicles obstruct the common property including the driveway areas other than on a temporary and non-recurring basis when delivering or removing materials or equipment and then only for such time as is reasonably necessary,
- p. **Security**  
ensure that the security of the building is not compromised and that no external doors in the common property of the building are left open and unattended or left open for longer than is reasonably necessary during the minor renovations,
- q. **Variation to Minor Renovations**  
not vary the minor renovations without obtaining the written approval of the owners corporation or strata committee,
- r. **Costs of Minor renovations**  
pay all costs associated with the minor renovations including any costs incurred by the owners corporation engaging a consultant to inspect or supervise the minor renovations.

### 4.4 After the Minor Renovations

After the minor renovations have been completed, you must:

- a. **Notify the Owners Corporation**  
promptly notify the owners corporation that the minor renovations have been completed,
- b. **Access**  
give the owners corporation's nominee (which may be its consultant) access to your apartment to inspect the minor renovations on reasonable notice,
- c. **Restore the common property**  
restore all common property damaged by the minor renovations as nearly as possible to the state which they were in immediately prior to commencement of the minor renovations,
- d. **Expert's Report**  
if required by the owners corporation, give the owners corporation a report from a duly qualified building consultant or expert addressed to the owners corporation certifying that the minor renovations have been completed in a manner that complies with the Building Code of Australia and any applicable

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Australian Standards,

e. **Acoustic Consultant's Report**

if the minor renovations involved removing carpet or other soft floor coverings to expose underlying wooden or other hard floors or installing or replacing wood or other hard floors (apart from in a laundry, lavatory or bathroom), if required by the owners corporation, give the owners corporation a report from an acoustic consultant certifying the acoustic properties of the new floor coverings.

### **4.5 Enduring Obligations**

You must:

a. **Maintenance of Minor Renovations**

properly maintain the minor renovations and keep them in a reasonable state of good and serviceable repair and, where necessary, renew or replace any part of those minor renovations,

b. **Repair Damage**

repair any damage caused to another apartment or the common property by the carrying out of the minor renovations in a competent and proper manner,

c. **Prevent Excessive Noise**

ensure that any equipment forming part of the minor renovations does not create or generate any heat, noise or vibrations that are likely to interfere with the peaceful enjoyment of the occupier of another apartment or of any person lawfully using a common property,

d. **Flooring**

ensure that any floor coverings installed or exposed in an apartment during the minor renovations are covered or otherwise treated to an extent sufficient to prevent the transmission from the floor coverings of noise likely to disturb the peaceful enjoyment of the owner or occupier of another apartment (apart from floor coverings in a laundry, lavatory or bathroom),

e. **Indemnity**

indemnify and keep indemnified the owners corporation against all actions, proceedings, claims, demands, costs, damages and expenses which may be incurred by or brought or made against the owners corporation arising out of the minor renovations or the altered state or use of any of the common property arising from the minor renovations or your breach of this by-law,

f. **Insurance**

if required by the owners corporation, make, or permit the owners corporation to make on your behalf, any insurance claim concerning or arising from the minor renovations, and use the proceeds of any insurance payment made as a result of an insurance claim to complete the minor renovations or repair any damage to the building caused by the minor renovations,

g. **Comply with the Law**

comply with all statutes, by-laws, regulations, rules and other laws for the time being in force and which are applicable to the minor renovations and the requirements of the local council concerning the minor renovations.

### **5. Bond**

The owners corporation shall be entitled to apply the bond paid by you under the conditions of this by-law, or any part of it, towards the costs of the owners corporation incurred:

- a. repairing any damage caused to a common property or any other apartment during or as a result of the minor renovations, or
- b. cleaning any part of the common property as a result of the minor renovations,

and the owners corporation must refund the bond, or the remaining balance of it, when you notify the owners corporation that the minor renovations have been completed and the owners corporation is reasonably satisfied that you have complied with the conditions of this by-law.

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### 6. Breach of this By-Law

6.1 If you breach any condition of this by-law and fail to rectify that breach within 14 days of service of a written notice from the owners corporation requiring rectification of that breach (or such other period as is specified in the notice), then the owners corporation may:

- a. rectify the breach,
- b. enter on any part of the building including your apartment, by its agents, employees or contractors, in accordance with the Act for the purpose of rectifying the breach, and
- c. recover as a debt due from you the costs of the rectification and the expenses of the owners corporation incurred in recovering those costs including legal costs on an indemnity basis.

6.2 Nothing in this clause restricts the rights of or the remedies available to the owners corporation as a consequence of a breach of this by-law.

### 7. Approvals

The strata committee may approve minor renovations under this by-law. To avoid doubt, the owners corporation delegates its functions under section 110 of the Act to the strata committee.

### 8. Specification of Additional Minor Renovations

To avoid doubt, this by-law specifies additional work that is to be a minor renovation for the purposes of section 110 of the Act.

### 9. Decision of Owners Corporation not to Maintain Minor Renovations

To avoid doubt, the owners corporation determines that:

- a. it is inappropriate for the owners corporation to maintain, renew, replace or repair any minor renovations done by you pursuant to an approval granted under this by-law; and
- b. in the light of the obligations imposed on you in this by-law to maintain, renew, replace or repair any such minor renovations, its decision will not affect the safety of any building, structure or common property in the strata scheme or detract from the appearance of any property in the strata scheme.

## Special By-Law 22 Major renovations

### 1. Introduction

This by-law sets out the rules you must follow if you intend to carry out major renovations to a common property in the building in connection with your apartment or to your apartment.

### 2. Definitions & Interpretation

2.1 In this by-law, unless the context or subject matter otherwise indicates or requires:

"**Act**" means the *Strata Schemes Management Act 2015*,

"**apartment**" means a lot in the strata scheme,

"**annexure**" means the annexure to this by-law,

"**building**" means the building in the strata scheme in which your apartment is located,

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"**common property**" means the common property in the strata scheme.

"**cosmetic work**" means cosmetic work for the purposes of section 109 of the Act and any by-law that specifies additional work that is to be cosmetic work for the purposes of section 109 of the Act,

"**major renovations**" means any work to an apartment or a common property in the building in connection with your apartment for the following purposes:

- a. work involving structural changes such as the removal of the whole or part of a load bearing wall,
- b. work that changes the external appearance of your apartment, including the installation of an external access ramp, awning, pergola or vergola or installation of a new window in a boundary wall of your apartment,
- c. work involving waterproofing such as a bathroom renovation involving the laying of a new waterproof membrane,
- d. work for which consent or another approval is required under any other Act such as development consent of the local council under the *Environmental Planning and Assessment Act 1979* ,
- e. but cannot include cosmetic work or minor renovations,

"**minor renovations**" means minor renovations for the purposes of section 110 of the Act and any by-law that specifies additional work that is to be a minor renovation for the purposes of section 110 of the Act,

"**strata scheme**" means the strata scheme to which this by-law applies, and

"**you**" means an owner of an apartment and includes your successors in title.

2.2 In this by-law, unless the context or subject matter otherwise indicates or requires:

- a. headings have been inserted for guidance only and do not affect the interpretation of this by-law.
- b. references to any legislation include any legislation amending, consolidating or replacing the same, and all by-laws, ordinances, proclamations, regulations, rules and other authorities made under them.
- c. words importing the singular number include the plural and vice versa,
- d. where any word or phrase is given a definite meaning any part of speech or other grammatical form in respect of that word or phrase has a corresponding meaning,
- e. any expression used in this by-law and which is defined in the Act will have the same meaning as that expression has in that Act unless a contrary intention is expressed in this by-law, and
- f. if there is any inconsistency between this by-law and any other by-law applicable to the strata scheme, then the provisions of this by-law will prevail to the extent of that inconsistency.

### **3. Major Renovations Approval Process**

#### **3.1 Major Renovations Require Approval**

You must not carry out, or permit anyone else to carry out, major renovations without the prior written approval of the owners corporation.

#### **3.2 The Approval Process**

3.2.1 If you wish to carry out major renovations you must make an application to the owners corporation in order to seek its approval of the major renovations.

3.2.2 The application must be in writing and sent to the strata managing agent of the owners corporation or, if there is no strata managing agent, to the secretary of the owners corporation.

3.2.3 Your application must contain:



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- a. your name, address and telephone number,
- b. your apartment and lot number,
- c. details of the major renovations,
- d. drawings, plans and specifications for the major renovations,
- e. an estimate of the duration and times of the major renovations,
- f. details of the persons carrying out the major renovations including the name, licence number, qualifications and telephone number of those persons,
- g. details of arrangements to manage any resulting rubbish or debris arising from the major renovations.

3.2.4 Your application must also contain a motion and by-law generally in the form set out in the annexure (with the blanks appropriately completed) and your written consent to that by-law if the major renovations will involve alterations or additions to a common property.

3.2.5 The owners corporation may request further information to supplement the information contained in your application but it must not act unreasonably when doing so.

3.2.6 The owners corporation may engage a consultant to assist it review your application.

3.2.7 The owners corporation may:

- a. approve your application either with or without conditions, or
- b. withhold approval of your application (but it must not act unreasonably when doing so).

3.2.8 If your major renovations will involve alterations or additions to a common property, and the owners corporation approves your application, the owners corporation must do so by passing a special resolution at a general meeting to approve the motion and by-law submitted with your application (or a substantially similar motion and by-law).

3.2.9 You must comply with any conditions which the owners corporation issues as part of its approval and the conditions contained in this by-law.

### **4. Conditions for Major Renovations**

#### **4.1 Before the Major Renovations**

4.1.1 Before commencing the major renovations, you must:

- a. **Prior Notice**  
give the owners corporation at least 14 days' written notice. Your written notice must include the estimated start date of the major renovations and the estimated end date of the major renovations,
- b. **Local Council Approval**  
if required by law, obtain a complying development certificate for or development consent of the local council to the major renovations and a construction certificate for the major renovations, and give copies of them to the owners corporation,
- c. **Contractor's Licence and Insurance Details**  
give the owners corporation a copy of a certificate or other document demonstrating that the contractor who will carry out the major renovations holds a current:
  - i. licence,
  - ii. all risk insurance policy which must include public liability cover in the sum of \$10,000,000.00,
  - iii. workers compensation insurance policy, and
  - iv. home building compensation fund insurance policy under the *Home Building Act 1989* for the major renovations (if required by law),
- d. **Engineer's Report**  
if requested to by the owners corporation, give the owners corporation a report from a structural



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engineer addressed to the owners corporation certifying that the major renovations will not have a detrimental affect on the structural integrity of the building or any part of it,

e. **Acoustic Consultant's Report**

if the major renovations will involve changes to the floor coverings in your apartment (apart from floor coverings in a laundry, lavatory or bathroom) by, for example, installing or replacing wood or other hard floors, if requested to by the owners corporation, give the owners corporation a report from an acoustic consultant certifying the acoustic properties of the new floor coverings,

f. **Dilapidation Report**

if requested to by the owners corporation, give the owners corporation a dilapidation report (which must include photographs) concerning the areas of the building the owners corporation requires to be included in that report,

g. **Bond**

if requested to by the owners corporation, pay a bond to the owners corporation in the sum of \$10,000 or such other amount determined from time to time by the owners corporation,

h. **Costs**

pay the reasonable costs of the owners corporation incurred in connection with considering or approving your application for major renovations including any consultant's costs.

4.1.4 If you have not complied with any of the conditions set out in clause 4.1.1 you must not begin the major renovations and if you have already begun the major renovations you must immediately stop them.

### **4.2 During the Major Renovations**

During the major renovations you must:

a. **Standard of Workmanship**

ensure the major renovations are carried out in a competent and proper manner by appropriately qualified and licensed contractors utilising only first quality materials which are good and suitable for the purpose for which they are used,

b. **Quality of Major Renovations**

make certain the major renovations are completed in accordance with any specifications for them and comply with the Building Code of Australia and any applicable Australian Standard (in the event of a conflict, the Building Code of Australia shall prevail),

c. **Time for Completion of Major Renovations**

make sure the major renovations are carried out with due diligence and are completed as soon as practicable from the date of commencement,

d. **Times for Major Renovations**

ensure that the major renovations are only carried out between the hours permitted by the Local Council or if the Local Council does not prescribe any such hours then between of 8.00am - 5.00pm on Monday - Friday and 9.00am - 3.00pm on Saturdays (not including public holidays) and are not carried out any other times,

e. **Times for Operation of Noisy Equipment**

make sure that percussion tools and noisy equipment such as jack hammers and tile cutters are only used between 10.00am - 3.00pm on Monday - Friday and that at least 72 hours notice is given to the occupiers of the other apartments in the building by a sign prominently displayed on the noticeboard

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before the use of any such tools and equipment,

**f. Appearance of Major Renovations**

ensure the major renovations are carried out and completed in a manner which is in keeping with the rest of the building,

**g. Supervision of Major Renovations**

ensure that the major renovations are adequately supervised and that the common propertys are inspected by the supervisor on a daily basis to ensure that the conditions of this by-law are complied with,

**h. Noise During Major Renovations**

ensure the major renovations and your contractors do not create any excessive noise in your apartment or in a common property that is likely to interfere with the peaceful enjoyment of the occupier of another apartment or of any person lawfully using a common property,

**i. Transportation of Construction Equipment**

ensure that all construction materials and equipment are transported in accordance with any manner reasonably directed by the owners corporation and in a manner that does not cause damage to the building,

**j. Debris**

ensure that any debris and rubbish associated with or generated by the major renovations is removed from the building strictly in accordance with the reasonable directions of the owners corporation,

**k. Storage of Building Materials on common propertys**

make sure that no building materials are stored in a common property,

**l. Protection of Building**

protect all areas of the building outside your apartment which are affected by the major renovations from damage, the entry of water or rain and from dirt, dust and debris relating to the major renovations and ensure that all common propertys, especially the walls, floors and lift leading to your apartment, are protected by covers and mats when transporting furniture, construction materials, equipment and debris through the building,

**m. Building Integrity**

keep all areas of the building affected by the major renovations structurally sound during the major renovations and make sure that any holes or penetrations made during the major renovations are adequately sealed and waterproofed and, if necessary, fireproofed,

**n. Daily Cleaning**

clean any part of the common propertys affected by the major renovations on a daily basis and keep all of those common propertys clean, neat and tidy during the major renovations,

**o. Interruption to Services**

minimise any disruption to services in the building and give the occupiers of the other apartments in the

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building at least 72 hours prior notice of any planned interruption to the services in the building such as water, electricity and television by a sign prominently displayed on the noticeboard before any such disruption,

p. **Access**

give the owners corporation's nominee (which may be its consultant) access to your apartment to inspect (and, if applicable, supervise) the major renovations on reasonable notice,

q. **Vehicles**

ensure that no contractor's vehicles obstruct the common property including the driveway areas and passing bay other than on a temporary and non-recurring basis when delivering or removing materials or equipment and then only for such time as is reasonably necessary,

r. **Security**

ensure that the security of the building is not compromised and that no external doors of the building are left open and unattended or left open for longer than is reasonably necessary during the major renovations,

s. **Variation to Major renovations**

not vary the major renovations without obtaining the prior written approval of the owners corporation,

t. **Costs of Major renovations**

pay all costs associated with the major renovations including any costs incurred by the owners corporation engaging a consultant to inspect or supervise the major renovations.

### **4.3 After the Major Renovations**

After the major renovations have been completed, you must:

a. **Notify the Owners Corporation**

promptly notify the owners corporation that the major renovations have been completed,

b. **Access**

give the owners corporation's nominee (which may be its consultant) access to your apartment to inspect the major renovations on reasonable notice,

c. **Obtain Planning Certificates**

if required by law, obtain all requisite certificates issued under Part 4A of the *Environmental Planning and Assessment Act 1979* approving the major renovations and the occupation of your apartment (such as a compliance certificate and an occupation certificate) and give copies of them to the owners corporation,

d. **Restore the common property**

restore all common property damaged by the major renovations as nearly as possible to the state which they were in immediately prior to commencement of the major renovations,

e. **Engineer's Report**

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if required by the owners corporation, give the owners corporation a report from a duly qualified structural engineer addressed to the owners corporation certifying that the major renovations have been completed in a manner that will not detrimentally affect the structural integrity of the building or any part of it,

**f. Expert's Report**

if required by the owners corporation, give the owners corporation a report from a duly qualified building consultant or expert addressed to the owners corporation certifying that the major renovations have been completed in a manner that complies with the Building Code of Australia and any applicable Australian Standards,

**g. Acoustic Consultant's Report**

if the major renovations involved changes to the floor coverings of your apartment (apart from floor coverings in a laundry, lavatory or bathroom), if required by the owners corporation, give the owners corporation a report from an acoustic consultant certifying the acoustic properties of any new floor coverings.

### **4.4 Enduring Obligations**

You must:

**a. Maintenance of Major Renovations**

properly maintain the major renovations to your apartment and keep them in a reasonable state of good and serviceable repair and, where necessary, renew or replace any part of those major renovations,

**b. Repair Damage**

repair any damage caused to another apartment or the common property by the carrying out of the major renovations in a competent and proper manner,

**c. Prevent Excessive Noise**

ensure that any equipment forming part of the major renovations does not create or generate any heat, noise or vibrations that are likely to interfere with the peaceful enjoyment of the occupier of another apartment or of any person lawfully using a common property,

**d. Flooring**

if the major renovations involved changes to the floor coverings of your apartment, ensure that the new floor coverings are covered or otherwise treated to an extent sufficient to prevent the transmission from the floor coverings of noise likely to disturb the peaceful enjoyment of the owner or occupier of another apartment (apart from floor coverings in a laundry, lavatory or bathroom),

**e. Indemnity**

indemnify and keep indemnified the owners corporation against all actions, proceedings, claims, demands, costs, damages and expenses which may be incurred by or brought or made against the owners corporation arising out of the major renovations or the altered state or use of any of the common property arising from the major renovations or your breach of this by-law,

**f. Insurance**

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if required by the owners corporation, make, or permit the owners corporation to make on your behalf, any insurance claim concerning or arising from the major renovations, and use the proceeds of any insurance payment made as a result of an insurance claim to complete the major renovations or repair any damage to the building caused by the major renovations,

**g. Comply with the Law**

comply with all statutes, by-laws, regulations, rules and other laws for the time being in force and which are applicable to the major renovations and the requirements of the local council concerning the major renovations (for example, the conditions of the local council's approval of the major renovations, a notice or order issued by the local council or fire safety laws).

### **5. Bond**

The owners corporation shall be entitled to apply the bond paid by you under the conditions of this by-law, or any part of it, towards the costs of the owners corporation incurred:

- a. repairing any damage caused to a common property or any other apartment during or as a result of the major renovations, or
- b. cleaning any part of the common property as a result of the major renovations,

and the owners corporation must refund the bond, or the remaining balance of it, when you notify the owners corporation that the major renovations have been completed and the owners corporation is reasonably satisfied that you have complied with the conditions of this by-law.

### **6. Breach of this By-Law**

6.1 If you breach any condition of this by-law and fail to rectify that breach within 14 days of service of a written notice from the owners corporation requiring rectification of that breach (or such other period as is specified in the notice), then the owners corporation may:

- a. rectify the breach,
- b. enter on any part of the building including your apartment, by its agents, employees or contractors, in accordance with the Act for the purpose of rectifying the breach, and
- c. recover as a debt due from you the costs of the rectification and the expenses of the owners corporation incurred in recovering those costs including legal costs on an indemnity basis.

6.2 Nothing in this clause restricts the rights of or the remedies available to the owners corporation as a consequence of a breach of this by-law.

### **7. Common Property Rights By-Law**

7.1 Nothing in this by-law detracts from or alters any obligation that arises under sections 108 or 143 of the Act for or in relation to your major renovations.

7.2 Nothing in this by-law prevents the owners corporation from requiring, as a condition of approval for your major renovations or otherwise, a separate by-law to be made under section 108 or 143 of the Act for your major renovations in accordance with clause 3.2.8.

Annexure below

## **Special By-Law 23 Electronic voting at meetings**

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## 1. Introduction

This by-law sets out rules that must be followed if the owners corporation or strata committee determines, by resolution, to permit votes to be cast on a motion by email or other electronic means while participating in a meeting from a remote location.

## 2. Definitions & Interpretation

2.1 In this by-law, unless the context or subject matter otherwise indicates or requires:

- a. "**Act**" means the *Strata Schemes Management Act 2015*,
- b. "**electronic means**" includes a vote cast via a voting website or electronic application,
- c. "**e-voting**" means a vote on a motion cast by email or other electronic means while participating in a meeting from a remote location,
- d. "**e-voting determination**" means a determination of the owners corporation or strata committee, by resolution, to permit e-voting,
- e. "**committee meeting**" means a meeting of the strata committee,
- f. "**general meeting**" means a general meeting of the owners corporation being an annual general meeting or an extraordinary general meeting,
- g. "**meeting**" means a committee meeting or a general meeting,
- h. "**motion**" means a motion to be considered by the committee, at a committee meeting or at a general meeting,
- i. "**Regulations**" means the *Strata Schemes Management Regulation 2016*,
- j. "**owner**" means an owner of a lot in the strata scheme,
- k. "**person**" means an owner or a proxy,
- l. "**proxy**" means a duly appointed proxy for the purposes of the Act,
- m. "**strata scheme**" means the strata scheme to which this by-law applies, and
- n. "**you**" means an owner.

2.2 In this by-law, unless the context or subject matter otherwise indicates or requires:

- a. headings have been inserted for guidance only and do not affect the interpretation of this by-law,
- b. references to any legislation include any legislation amending, consolidating or replacing the same, and all by-laws, ordinances, proclamations, regulations, rules and other authorities made under them,
- c. words importing the singular number include the plural and vice versa.
- d. where any word or phrase is given a definite meaning any part of speech or other grammatical form in respect of that word or phrase has a corresponding meaning,
- e. any expression used in this by-law and which is defined in the Act will have the same meaning as that expression has in that Act unless a contrary intention is expressed in this by-law,
- f. the provisions of this by-law operate to the extent permitted by law, and
- g. if there is any inconsistency between this by-law and any other by-law applicable to the strata scheme, then the provisions of this by-law will prevail to the extent of that inconsistency.

## 3. E-Voting

3.1 This by-law applies if the owners corporation or strata committee has made an e-voting determination.

3.2 An e-voting determination remains in force until it is revoked.

3.3 An e-voting determination may be revoked by a resolution of:

- a. (in the case of an e-voting determination made by the strata committee) the strata committee or owners corporation; and
- b. (in the case of an e-voting determination made by the owners corporation) the owners corporation.



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3.4 The notice of a meeting must include a statement indicating whether or not an e-voting determination has been made and remains in force for any motion included in the agenda of the meeting.

### **4. Rules for E-Voting**

4.1 E-voting must be conducted by a ballot.

4.2 The secretary of the owners corporation must ensure that the form for the electronic ballot paper contains:

- a. instructions for completing the ballot paper, and
- b. the motions to be voted on, and
- c. the means of indicating the voter's choice on the motions to be voted on.

4.3 The secretary of the owners corporation must, before the meeting at which e-voting is to be conducted, give each person entitled to vote:

- a. access to an electronic ballot paper, or to a voting website or electronic application containing an electronic ballot paper, that complies with this by law, and
- b. access to information about:
  - i. how the ballot paper must be completed, and
  - ii. the deadline for submission of the ballot paper, and
  - iii. if voting is by email, the address where the ballot paper is to be returned, and
  - iv. if voting is by other electronic means, the means of accessing the electronic voting system and how the completed electronic ballot paper is to be sent to the secretary, and
- c. access to an electronic form of declaration requiring the voter to state:
  - i. his or her name, and
  - ii. the capacity in which the person is entitled to vote, and
  - iii. in the case of a motion that requires a special resolution or poll, the voter's unit entitlement, and
  - iv. if the vote is a proxy vote, the name and capacity of the person who gave the proxy.

4.4 Each person entitled to vote and who casts a vote by e-voting must vote in accordance with the instructions contained in the information given by the secretary of the owners corporation.

4.5 A ballot paper of a voter who casts a vote by e-voting is informal if the voter has failed to record a vote in accordance with the information provided by the secretary.

4.6 If voting is carried out by e-voting using a voting website or other electronic application, the website or application must provide a warning message to a person casting an informal vote that the proposed vote is informal.

4.7 If the ballot is a secret ballot, the secretary must ensure that:

- a. the identity of the voter cannot be ascertained from the form of the electronic ballot paper, and
- b. the declaration by the voter is dealt with so that it is not capable of being used to identify the voter.

4.8 An electronic ballot paper and the form of declaration must be sent to the secretary of the owners corporation no later than the deadline for submission of the ballot paper.

4.9 The secretary of the owners corporation must ensure that all electronic ballot papers are stored securely until the counting of the votes begins.

4.10 As soon as practicable after the deadline for submission of the ballot paper, the secretary of the owners corporation must:

- a. review all information and reports about the electronic ballot, and

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- b. reject as informal any votes that do not comply with the requirements of this by-law, and
- c. ascertain the result of the electronic ballot, and
- d. make a written or electronic record of the result of the electronic ballot, and
- e. announce or publish the result of the ballot.

## 5. Obligations of Owners and Proxies

You must take all reasonable steps to ensure that you and any person you appoint as your proxy complies with this by-law.

## **Special By-Law 24 Proxies**

### 1. Introduction

This by-law sets out rules that must be followed if a person has been given a surplus of proxies.

### 2. Definitions & Interpretation

2.1 In this by-law, unless the context or subject matter otherwise indicates or requires:

- a. **"Act"** means the *Strata Schemes Management Act 2015*,
- b. **"earliest proxy appointment forms"** means the proxy appointment forms that were received by the person prior to the proxy threshold being exceeded by that person,
- c. **"meeting"** means a general meeting of the owners corporation being an annual general meeting or an extraordinary general meeting,
- d. **"Regulations"** means the Strata Schemes Management Regulation 2016,
- e. **"person"** means the person referred to in clause 3.1 of this by-law,
- f. **"proxy"** means a duly appointed proxy for the purposes of the Act,
- g. **"proxy appointment form"** means an instrument appointing a proxy in the form prescribed by the Regulations,
- h. **"proxy election"** means a decision identifying the proxy appointment forms the person will and will not use or be able to use at any meeting in relation to which the proxy appointment forms are to operate,
- i. **"proxy giver"** means an owner who appoints or purports to appoint a proxy by way of a proxy appointment form,
- j. **"proxy threshold"** means the total number of proxies that may be held by a person (other than proxies held by the person as the co-owner of a lot) voting on a resolution at a meeting, namely:
  - A. if the strata scheme has 20 lots or less, one,
  - B. if the strata scheme has more than 20 lots, a number that is equal to not more than 5% of the total number of lots.
- k. **"strata scheme"** means the strata scheme to which this by-law applies, and
- l. **"surplus of proxies"** means more than one proxy appointment form appointing the person as proxy for a meeting and the total number of proxy appointment forms the person has been given for that meeting:
  - A. exceeds the proxy threshold for that person, or
  - B. results in the proxy threshold being exceeded by that person,
- m. **"you"** means the owner of a lot in the strata scheme.

2.2 In this by-law, unless the context or subject matter otherwise indicates or requires:

- a. headings have been inserted for guidance only and do not affect the interpretation of this by-law,
- b. references to any legislation include any legislation amending, consolidating or replacing the same, and

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- all by-laws, ordinances, proclamations, regulations, rules and other authorities made under them,
- c. words importing the singular number include the plural and vice versa,
  - d. where any word or phrase is given a definite meaning any part of speech or other grammatical form in respect of that word or phrase has a corresponding meaning,
  - e. any expression used in this by-law and which is defined in the Act will have the same meaning as that expression has in that Act unless a contrary intention is expressed in this by-law,
  - f. the provisions of this by-law operate to the extent permitted by law, and
  - g. if there is any inconsistency between this by-law and any other by-law applicable to the strata scheme, then the provisions of this by-law will prevail to the extent of that inconsistency.

### **3. Rules Where Proxy Threshold Exceeded**

3.1 If a person has been given a surplus of proxies the person must make a proxy election.

3.2 A proxy election must be communicated by that person to the secretary of the owners corporation:

- a. (in the case of a large strata scheme) at least 24 hours before the meeting in relation to which any of the proxy appointment forms that are the subject of the proxy election are to operate, or
- b. (in any other case) before the meeting in relation to which the proxy appointment forms that are the subject of the proxy election are to operate.

3.3 A proxy election does not have to be communicated by that person to any proxy giver unless it is a condition of the appointment of that person as proxy of the proxy giver that the person must communicate any proxy election that relates to the proxy giver to the proxy giver.

3.4 If that person does not make a proxy election within the time stipulated by clause 3.2 of this by-law, the chairperson must make the proxy election at the meeting in relation to which the proxy appointment forms that are the subject of the proxy election are to operate.

3.5 A proxy election by that person or the chairperson must:

- a. give priority to the earliest proxy appointment forms; and
- b. result in those earliest proxy appointment forms being able to be used by the person at the meeting in relation to which those proxy appointment forms are to operate.

3.6 Despite clause 3.5 of this by-law, if that person or the chairperson who makes the proxy election cannot determine the earliest proxy appointment forms, a proxy election may be made in any manner determined by the person or chairperson who makes the proxy election.

3.7 You must take all reasonable steps to ensure that a person you appoint as proxy complies with this by-law.

### **Special By-Law 25 Bathroom renovation (lot 13)**

A by-law with respect to lot 13 works.

#### **1. Approval of work**

##### **1.1 Work**

Subject to the conditions herein the Authorised Owner may carry out and keep the Permitted Work.

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## 1.2 Exclusive use

Subject to the conditions herein the Authorised Owner has exclusive use of the Exclusive Use Area.

## 1.3 Building Works

In respect of Building Works that the Authorised Owner is required or permitted to carry out under this by-law:

- a. the Authorised Owner must comply, and those Building Works must comply, with the Building Works Conditions; and
- b. those Building Works must be undertaken in accordance with, and comply with, any applicable provisions of the Scope of Works.

## 1.4 Ongoing maintenance and use

The Authorised Owner, at their own cost:

- a. is responsible for the ongoing proper maintenance of, and keeping in a state of good and serviceable repair, the Exclusive Use Area, and must do any Building Works necessary to effect the same;
- b. must renew and replace any fixtures or fittings comprised in the Exclusive Use Area, and must do any Building Works necessary to effect the same;
- c. must ensure that the Exclusive Use Area is used in accordance with and continues to comply with the requirements hereof and any applicable law or Approval; and
- d. must ensure that the Exclusive Use Area is kept clean and tidy at all times and free from hazards posing a risk of injury or death to persons or damage to property.

## 1.5 Access

The Authorised Owner must provide the owners corporation with access to the Authorised Lot and the Exclusive Use Area for the purpose of monitoring or enforcing compliance herewith (or if the Authorised Owner is not also the occupier of the Authorised Lot, the Authorised Owner must do all things within their power to procure such access) as follows:

- a. during a period where Building Works are being carried out, within 24 hours of a request by the owners corporation; or
- b. in any other case, on reasonable request of the owners corporation.

## 1.6 Indemnity

The Authorised Owner will indemnify the owners corporation immediately on demand for any damage, cost, loss, claim, demand, suit or liability howsoever incurred by or brought against the owners corporation in connection with Building Works (or their use) or the use of the Exclusive Use Area.

## 1.7 Default

If the Authorised Owner fails to comply with any obligation hereunder the owners corporation may carry out that obligation and recover the cost of so doing from the Authorised Owner.

## 1.8 Scope of Works

Any provisions set out in the Scope of Works have effect as if they were provisions hereof. To the extent that any provision in the Scope of Works is inconsistent with any other provision hereof, the provision in the Scope of Works prevails to the extent of that inconsistency.

## 2. Methods and procedures

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## 2.1 Approvals

In relation to any right granted to a person hereunder, that person must:

- a. obtain all necessary Approvals (and ensure that all necessary Approvals are obtained) in relation to anything done or omitted to be done by them in the exercise of that right;
- b. provide a copy of any such Approvals to the owners corporation;
- c. in the event that such an Approval is required by law (or under the terms of an Approval) to be obtained before doing (or omitting to do) anything, supply a copy of that Approval to the owners corporation before doing (or omitting to do) that thing; and
- d. provide a copy to the owners corporation of any certificate or document evidencing compliance with such an Approval, being a certificate or document required by law or under the terms of such an Approval to be obtained or provided.

## 2.2 Consent

Despite anything herein the owners corporation is not required to provide its consent as may be required by any Authority in connection with the exercise by a person of a right granted hereunder, without limitation including by affixing its seal by way of consent to any application to a relevant consent authority for development consent, a construction certificate or a complying development certificate as contemplated by the Environmental Planning and Assessment Act 1979.

## 2.3 Bond

Where a person is required under a provision hereof to pay a bond to secure compliance with an obligation, except to the extent that provision requires otherwise, that bond:

- a. is an amount in Australian currency as otherwise provided herein, or in the absence of such provision:
  - i. as reasonably determined from time to time by the owners corporation; or
  - ii. in the absence of such a determination, the amount of \$500;
- b. is payable to the owners corporation prior to the secured obligation arising and, if the owners corporation reasonably directs, in the manner so directed by it from time to time;
- c. may be applied by the owners corporation against any liability or debt of that person to the owners corporation, including without limitation a debt arising under section 120 of the Management Act in connection with a failure to carry out work required to be carried out by that person in respect of the secured obligation; and
- d. must be returned by the owners corporation to that person after the expiry of 1 month following the satisfaction or ending of the secured obligation, less any amount deducted by the owners corporation in accordance herewith.

## 2.4 Acting through others

Except as otherwise provided herein, a person may exercise a right granted to them hereunder, or meet an obligation imposed upon them hereunder, by their servants, agents, or contractors, however that person:

- a. will not by reason only of so doing be released from that obligation, or release that right; and
- b. is liable for the acts or omissions of those servants, agents or contractors as fully as if they were those servants, agents or contractors and those acts or omissions were theirs.

## 2.5 Liability for occupiers and invitees

Except as otherwise provided herein:

- a. An owner or occupier of a lot must ensure, and must use their best endeavours to ensure, that their

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invitees, agents, contractors or employees (and, in the case of an owner, any occupier of their lot) comply with any obligations that they have hereunder, or (so far as those obligations are capable of such application) which they would have if those persons were owners or occupiers of lots.

- b. An owner or occupier of a lot is liable for the acts or omissions of their invitees in breach hereof (and, in the case of an owner, any occupier of their lot) as fully as if those persons were that owner or occupier and those acts or omissions were theirs.

### 2.6 Exercise of care, skill and compliance with law

Except as otherwise provided herein, a person must, in exercising a right granted to them hereunder, or in meeting an obligation imposed on them hereunder:

- a. exercise due care and skill; and
- b. do so in accordance with any applicable law.

### 2.7 Obligation to do work to remedy breach

An owner or occupier of a lot is required to do any work necessary to remediate any breach by them hereof, including without limitation work to:

- a. comply with the obligation breached;
- b. repair any damage caused to the property;
- c. clean any rubbish, dirt, debris, or staining caused to the property;
- d. rectify any fault, malfunction or defect caused to any system, service, appliance or apparatus in the property; and
- e. remediate a breach or non-compliance with any applicable law or the requirements of any Authority affecting the property and caused by that breach.

For the purposes of this clause 2.7 a reference to property includes the common property or personal property vested in the owners corporation.

### 2.8 Conditions attaching to remedial work

An owner or occupier of a lot who is required to do work under clause 2.7 must, except as may be provided otherwise herein:

- a. prior to undertaking such work, and upon completion of the work, notify the owners corporation in writing
- b. ensure that such work is done within 1 week from the breach requiring remediation, except to the extent otherwise provided herein;
- c. ensure that such work is done:
  - i. in accordance with any applicable law and any other applicable requirement hereof; and
  - ii. in a proper and workmanlike manner and exercising due care and skill.

**Note.** *If an owner or occupier of a lot fails to do work hereunder the owners corporation may by Law be entitled to do that work and recover the cost from that owner or occupier, or any person who becomes the owner of their lot.*

### 2.9 Power to carry out work and recover costs

Within the meaning of section 120 of the Management Act, if:

- a. work is required to be carried out by an owner or occupier of a lot under a term or condition hereof; and
- b. that owner or occupier fails to carry out that work;



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then the owners corporation may carry out that work and may recover the cost of carrying out that work from that owner or occupier, or any person who, after the work is carried out, becomes the owner of the lot.

### 2.10 Application of the Civil Liability Act 2002

- a. Owners and occupiers of lots acknowledge and agree that:
  - i. the provisions hereof make express provision for their rights, obligations and liabilities hereunder with respect to all matters to which the Civil Liability Act 2002 applies as contemplated by section 3A(2) of that act; and
  - ii. to the extent permitted by law, that act does not apply in connection with those rights, obligations and liabilities.
- b. Any provision hereof that is prevented by Part 2 of the Civil Liability Act 2002 is severed to the extent so prevented.

### 2.11 Recovery of amounts

Any amount due to the owners corporation in connection herewith is recoverable by the owners corporation as a debt and:

- a. bears interest as if it was a contribution unpaid by \*the owner (or, if the liable person is not an owner of a lot, as if they were such an owner); and
- b. may be recovered by the owners corporation as if it was a contribution unpaid by the owner (or, if the liable person is not an owner of a lot, as if they were such an owner), including as to:
  - i. any interest payable; and
  - ii. the expenses of the owners corporation incurred in recovering those amounts.

**Note.** *The vote of an owner of a lot at a general meeting of the owners corporation may not count by law unless payment has been made before that meeting of amounts recoverable from the owner in connection herewith.*

### 2.12 Alteration of building affecting lot boundary

An owner of a lot must comply with any obligation they may have under section 19 of the Development Act in respect of the strata scheme from time to time.

## 3. Definitions and interpretation

### 3.1 Interpretation

Except to the extent the context otherwise requires, or as is otherwise expressly provided, herein:

- a. the terms 'herein', 'hereunder', 'hereof' and 'herewith' mean, respectively, in, under, of and with this by-law;
- b. the singular includes the plural and vice versa;
- c. headings, notes, explanatory notes and similar do not form part of these by-laws and do not affect the operation of these by-laws;
- d. a reference to a document, includes any amendment, replacement or novation of it;
- e. where any word or phrase is given a definite meaning, any part of speech or other grammatical form of the word or phrase has a corresponding meaning;
- f. any reference to legislation includes any amending or replacing legislation;
- g. where words "includes", "including", "such as", "like", "for example" or similar are used, they are to be read as if immediately followed by the words "without limitation";
- h. where no time is specified for compliance with an obligation, that obligation must be complied with within a reasonable time;

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- i. any reference to legislation includes any subordinate legislation or other instrument created thereunder;
- j. where two or more persons share a right or obligation hereunder, that right may be exercised, and that obligation must be met, jointly and severally;
- k. where an obligation is imposed on a "person" hereunder, "person" does not include the owners corporation unless expressly provided otherwise; and
- l. a term defined in the Management Act or Development Act will have the same meaning.

### 3.2 Functions of the owners corporation

- a. Without limiting its other functions, the owners corporation has the functions necessary for it to discharge the duties imposed on it, and exercise the powers and authorities conferred on it hereby.
- b. No provision hereof that grants a right or remedy to the owners corporation limits or restricts any other right or remedy of the owners corporation arising under any other provision of the by-laws of the strata scheme or otherwise at law.

### 3.3 Severability

- a. To the extent that any term herein is inconsistent with the Management Act or any other Act or law it is to be severed and the remaining terms herein will be read and be enforceable as if so consistent.
- b. To the extent that any term herein is inconsistent with another by-law of the strata scheme, the provisions herein prevail to the extent of that inconsistency.

### 3.4 Definitions

Except to the extent the context otherwise requires, or as is otherwise expressly provided, herein:

#### **Approval** means:

- a. an approval or certificate as may be required by law (or under the terms of an Approval) to be obtained from or provided by an Authority;
- b. a development consent or complying development certificate within the meaning of the Environmental Planning and Assessment Act 1979;
- c. a "Part 4A certificate" within the meaning of section 109C of the Environmental Planning and Assessment Act 1979;
- d. any order, direction or other requirement given or made by an Authority;
- e. an order made under Division 2A or Division 3 of Part 6 of the Environmental Planning and Assessment Act 1979; and
- f. an order made under Part 2 or Part 5 of Chapter 7 of the Local Government Act 1993;

**Authorised Lot** means lot 13 in the strata scheme bearing folio identifier 13/SP60182;

**Authorised Owner** means the owner of the Authorised Lot (or, if there is more than one such owner, those owners jointly and severally);

#### **Authority** means:

- a. any Commonwealth, state or local government, semi-government, statutory, public or other body or person (or body or person otherwise authorised by law) having jurisdiction;
- b. a consent authority or principal certifying authority within the meaning of the Environmental Planning and Assessment Act 1979;
- c. the council having the relevant regulatory functions under Chapter 7 of the Local Government Act 1993; and
- d. an authorised fire officer within the meaning of section 121ZC of the Environmental Planning and Assessment Act 1979;

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**Building Works Conditions** means the provisions of Annexure A;

**Building Works** has the meaning given to it in the Building Works Conditions;

**common property** means the common property in the strata scheme;

**Development Act** means the Strata Schemes Development Act 2015;

**Exclusive use Area** means:

- a. those parts of the common property which are occupied by the Permitted Works (once complete); and
- b. any part of the common property that is, as a result of the Permitted Works (once complete) altering the effective physical boundaries of the premises the subject of the Authorised Lot:
  - i. only accessible from within that premises; or
  - ii. enclosed within the effective physical boundaries of that premises;

and includes a reference to any common property the ongoing maintenance of which is to be the responsibility of the Authorised Owner in accordance with the Resolution;

**Management Act** means the Strata Schemes Management Act 2015;

**occupier** means:

- a. the occupier of a lot, but only in relation to the lot occupied by that occupier;
- b. where there is more than one occupier of that lot, means those occupiers jointly and severally, but only in relation to that lot; and
- c. where there is more than one lot occupied by that occupier or occupiers, means that occupier or those occupiers (joint and severally) in respect of each such lot severally;

**owner** means:

- a. the owner of a lot, but only in relation to the lot owned by that owner;
- b. where there is more than one owner of that lot, means those owners jointly and severally, but only in relation to that lot; and
- c. where there is more than one lot owned by that owner or owners, means that owner or those owners (joint and severally) in respect of each such lot severally;

**owners corporation** means the owners corporation created on registration of the strata

**Permitted Work** means Building Works as set out in the Scope of Works.

**Resolution** means the special resolution of the owners corporation to authorise the Authorised Owner to take such action the subject of section 108(1) of the Management Act as required to carry out works subject to and in accordance herewith, the ongoing maintenance of which is to be the responsibility of the Authorised Owner;

**Scope of Works** means the Scope of Works in Annexure B;

**strata plan** means strata plan number 60182; and

**strata scheme** means the strata scheme relating to the strata plan.

Annexure below

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### Bathroom renovation (lot 149)

#### 1. Approval of work

##### 1.1 Work

Subject to the conditions herein the Authorised Owner may carry out and keep the Permitted Work.

##### 1.2 Exclusive use

Subject to the conditions herein the Authorised Owner has exclusive use of the Exclusive Use Area.

##### 1.3 Building Works

In respect of Building Works that the Authorised Owner is required or permitted to carry out under this by-law:

- a. the Authorised Owner must comply, and those Building Works must comply, with the Building Works Conditions; and
- b. those Building Works must be undertaken in accordance with, and comply with, any applicable provisions of the Scope of Works.

##### 1.4 Ongoing maintenance and use

The Authorised Owner, at their own cost:

- a. is responsible for the ongoing proper maintenance of, and keeping in a state of good and serviceable repair, the Exclusive Use Area, and must do any Building Works necessary to effect the same;
- b. must renew and replace any fixtures or fittings comprised in the Exclusive Use Area, and must do any Building Works necessary to effect the same;
- c. must ensure that the Exclusive Use Area is used in accordance with and continues to comply with the requirements hereof and any applicable law or Approval; and
- d. must ensure that the Exclusive Use Area is kept clean and tidy at all times and free from hazards posing a risk of injury or death to persons or damage to proper.

##### 1.5 Access

The Authorised Owner must provide the owners corporation with access to the Authorised Lot and the Exclusive Use Area for the purpose of monitoring or enforcing compliance herewith (or if the Authorised Owner is not also the occupier of the Authorised Lot, the Authorised Owner must do all things within their power to procure such access) as follows:

- a. during a period where Building Works are being carried out, within 24 hours of a request by the owners corporation; or
- b. in any other case, on reasonable request of the owners corporation.

##### 1.6 Indemnity

The Authorised Owner will indemnify the owners corporation immediately on demand for any damage, cost, loss, claim, demand, suit or liability howsoever incurred by or brought against the owners corporation in connection with Building Works (or their use) or the use of the Exclusive Use Area.

##### 1.7 Default

If the Authorised Owner fails to comply with any obligation hereunder the owners corporation may carry out

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that obligation and recover the cost of so doing from the Authorised Owner.

### 1.8 Scope of Works

Any provisions set out in the Scope of Works have effect as if they were provisions hereof. To the extent that any provision in the Scope of Works is inconsistent with any other provision hereof, the provision in the Scope of Works prevails to the extent of that inconsistency.

## 2. Methods and procedures

### 2.1 Approvals

In relation to any right granted to a person hereunder, that person must:

- a. obtain all necessary Approvals (and ensure that all necessary Approvals are obtained) in relation to anything done or omitted to be done by them in the exercise of that right;
- b. provide a copy of any such Approvals to the owners corporation;
- c. in the event that such an Approval is required by law (or under the terms of an Approval) to be obtained before doing (or omitting to do) anything, supply a copy of that Approval to the owners corporation before doing (or omitting to do) that thing; and
- d. provide a copy to the owners corporation of any certificate or document evidencing compliance with such an Approval, being a certificate or document required by law or under the terms of such an Approval to be obtained or provided.

### 2.2 Consent

Despite anything herein the owners corporation is not required to provide its consent as may be required by any Authority in connection with the exercise by a person of a right granted hereunder, without limitation including by affixing its seal by way of consent to any application to a relevant consent authority for development consent, a construction certificate or a complying development certificate as contemplated by the *Environmental Planning and Assessment Act 1979*.

### 2.3 Bond

Where a person is required under a provision hereof to pay a bond to secure compliance with an obligation, except to the extent that provision requires otherwise, that bond:

- a. is an amount in Australian currency as otherwise provided herein, or in the absence of such provision:
  - i. as reasonably determined from time to time by the owners corporation; or
  - ii. in the absence of such a determination, the amount of \$500;
- b. is payable to the owners corporation prior to the secured obligation arising and, if the owners corporation reasonably directs, in the manner so directed by it from time to time;
- c. may be applied by the owners corporation against any liability or debt of that person to the owners corporation, including without limitation a debt arising under section 120 of the Management Act in connection with a failure to carry out work required to be carried out by that person in respect of the secured obligation; and
- d. must be returned by the owners corporation to that person after the expiry of 1 month following the satisfaction or ending of the secured obligation, less any amount deducted by the owners corporation in accordance herewith.

### 2.4 Acting through others

Except as otherwise provided herein, a person may exercise a right granted to them hereunder, or meet an obligation imposed upon them hereunder, by their servants, agents, or contractors, however that person:

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- a. will not by reason only of so doing be released from that obligation, or release that right; and
- b. is liable for the acts or omissions of those servants, agents or contractors as fully as if they were those servants, agents or contractors and those acts or omissions were theirs.

### 2.5 Liability for occupiers and invitees

Except as otherwise provided herein:

- a. An owner or occupier of a lot must ensure, and must use their best endeavours to ensure, that their invitees, agents, contractors or employees (and, in the case of an owner, any occupier of their lot) comply with any obligations that they have hereunder, or (so far as those obligations are capable of such application) which they would have if those persons were owners or occupiers of lots.
- b. An owner or occupier of a lot is liable for the acts or omissions of their invitees in breach hereof (and, in the case of an owner, any occupier of their lot) as fully as if those persons were that owner or occupier and those acts or omissions were theirs.

### 2.6 Exercise of care, skill and compliance with law

Except as otherwise provided herein, a person must, in exercising a right granted to them hereunder, or in meeting an obligation imposed on them hereunder:

- a. exercise due care and skill; and
- b. do so in accordance with any applicable law.

### 2.7 Obligation to do work to remedy breach

An owner or occupier of a lot is required to do any work necessary to remediate any breach by them hereof, including without limitation work to:

- a. comply with the obligation breached;
- b. repair any damage caused to the property;
- c. clean any rubbish, dirt, debris, or staining caused to the property;
- d. rectify any fault, malfunction or defect caused to any system, service, appliance or apparatus in the property; and
- e. remediate a breach or non-compliance with any applicable law or the requirements of any Authority affecting the property and caused by that breach.

For the purposes of this clause 2.7 a reference to property includes the common property or personal property vested in the owners corporation.

### 2.8 Conditions attaching to remedial work

An owner or occupier of a lot who is required to do work under clause 2.7 must, except as may be provided otherwise herein:

- a. prior to undertaking such work, and upon completion of the work, notify the owners corporation in writing
- b. ensure that such work is done within 1 week from the breach requiring remediation, except to the extent otherwise provided herein;
- c. ensure that such work is done:
  - i. in accordance with any applicable law and any other applicable requirement hereof; and
  - ii. in a proper and workmanlike manner and exercising due care and skill.

**Note.** *If an owner or occupier of a lot fails to do work hereunder the owners corporation may by law be entitled*



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*to do that work and recover the cost from that owner or occupier, or any person who becomes the owner of their lot.*

### 2.9 Power to carry out work and recover costs

Within the meaning of section 120 of the Management Act, if:

- a. work is required to be carried out by an owner or occupier of a lot under a term or condition hereof; and
- b. that owner or occupier fails to carry out that work;

then the owners corporation may carry out that work and may recover the cost of carrying out that work from that owner or occupier, or any person who, after the work is carried out, becomes the owner of the lot.

### 2.10 Application of the Civil Liability Act 2002

- a. Owners and occupiers of lots acknowledge and agree that:
  - i. the provisions hereof make express provision for their rights, obligations and liabilities hereunder with respect to all matters to which the *Civil Liability Act 2002* applies as contemplated by section 3A(2) of that act; and
  - ii. to the extent permitted by law, that act does not apply in connection with those rights, obligations and liabilities.
- b. Any provision hereof that is prevented by Part 2 of the *Civil Liability Act 2002* is severed to the extent so prevented.

### 2.11 Recovery of amounts

Any amount due to the owners corporation in connection herewith is recoverable by the owners corporation as a debt and:

- a. bears interest as if it was a contribution unpaid by the owner (or, if the liable person is not an owner of a lot, as if they were such an owner); and
- b. may be recovered by the owners corporation as if it was a contribution unpaid the owner (or, if the liable person is not an owner of a lot, as if they were such an owner), including as to:
  - i. any interest payable; and
  - ii. the expenses of the owners corporation incurred in recovering those amounts.

**Note.** *The vote of an owner of a Lot at a general meeting of the owners corporation may not count by law unless payment has been made before that meeting of amounts recoverable from the owner in connection herewith.*

### 2.12 Alteration of building affecting lot boundary

An owner of a lot must comply with any obligation they may have under section 19 of the Development Act in respect of the strata scheme from time to time.

## 3. Definitions and interpretation

### 3.1 Interpretation

Except to the extent the context otherwise requires, or as is otherwise expressly provided, herein:

- a. the terms "herein", "hereunder", "hereof" and "herewith" mean, respectively, in, under, of and with this by-law;
- b. the singular includes the plural and vice versa;
- c. headings, notes, explanatory notes and similar do not form part of these by laws and do not affect the

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- operation of these by-laws;
- d. a reference to a document, includes any amendment, replacement or novation of it;
  - e. where any word or phrase is given a definite meaning, any part of speech or other grammatical form of the word or phrase has a corresponding meaning;
  - f. any reference to legislation includes any amending or replacing legislation;
  - g. where words "includes", "including", "such as", "like", "for example" or similar are used, they are to be read as if immediately followed by the words "without limitation";
  - h. where no time is specified for compliance with an obligation, that obligation must be complied with within a reasonable time;
  - i. any reference to legislation includes any subordinate legislation or other instrument created thereunder;
  - j. where two or more persons share a right or obligation hereunder, that right may be exercised, and that obligation must be met, jointly and severally;
  - k. where an obligation is imposed on a "person" hereunder, "person" does not include the owners corporation unless expressly provided otherwise; and
  - l. a term defined in the Management Act or Development Act will have the same meaning.

### 3.2 Functions of the owners corporation

- a. Without limiting its other functions, the owners corporation has the functions necessary for it to discharge the duties imposed on it, and exercise the powers and authorities conferred on it hereby.
- b. No provision hereof that grants a right or remedy to the owners corporation limits or restricts any other right or remedy of the owners corporation arising under any other provision of the by-laws of the strata scheme or otherwise at law.

### 3.3 Severability

- a. To the extent that any term herein is inconsistent with the Management Act or any other Act or law it is to be severed and the remaining terms herein will be read and be enforceable as if so consistent.
- b. To the extent that any term herein is inconsistent with another by-law of the strata scheme, the provisions herein prevail to the extent of that inconsistency.

### 3.4 Definitions

Except to the extent the context otherwise requires, or as is otherwise expressly provided, herein:

#### Approval means:

- a. (a) an approval or certificate as may be required by law (or under the terms of an Approval) to be obtained from or provided by an Authority;
- b. a development consent or complying development certificate within the meaning of the *Environmental Planning and Assessment Act 1979*;
- c. a 'Part 4A certificate' within the meaning of section 109C of the *Environmental Planning and Assessment Act 1979*;
- d. any order, direction or other requirement given or made by an Authority;
- e. an order made under Division 2A or Division 3 of Part 6 of the *Environmental Planning and Assessment Act 1979*; and
- f. an order made under Part 2 or Part 5 of Chapter 7 of the *Local Government Act 1993*;

**Authorised Lot** means lot 149 in the strata scheme bearing folio identifier 149/SP60182;

**Authorised Owner** means the owner of the Authorised Lot (or, if there is more than one such owner, those owners jointly and severally);

#### Authority means:

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- a. any Commonwealth, state or local government, semi-government, statutory, public or other body or person (or body or person otherwise authorised by law) having jurisdiction;
- b. a consent authority or principal certifying authority within the meaning of the *Environmental Planning and Assessment Act 1979*;
- c. the council having the relevant regulatory functions under Chapter 7 of the *Local Government Act 1993*; and
- d. an authorised fire officer within the meaning of section 121ZC of the *Environmental Planning and Assessment Act 1979*;

**Building Works Conditions** means the provisions of Annexure A;

**Building Works** has the meaning given to it in the Building Works Conditions; common property means the common property in the strata scheme;

**Development Act** means the *Strata Schemes Development Act 2015*;

**Exclusive Use Area** means:

- a. those parts of the common property which are occupied by the Permitted Works (once complete); and
- b. any part of the common property that is, as a result of the Permitted Works (once complete) altering the effective physical boundaries of the premises the subject of the Authorised Lot:
  - i. only accessible from within that premises; or
  - ii. enclosed within the effective physical boundaries of that premises;

and includes a reference to any common property the ongoing maintenance of which is to be the responsibility of the Authorised Owner in accordance with the Resolution;

**Management Act** means the *Strata Schemes Management Act 2015*; occupier means:

- a. the occupier of a lot, but only in relation to the lot occupied by that occupier;
- b. where there is more than one occupier of that lot, means those occupiers jointly and severally, but only in relation to that lot; and
- c. where there is more than one lot occupied by that occupier or occupiers, means that occupier or those occupiers (joint and severally) in respect of each such lot severally;

**owner** means:

- a. the owner of a lot, but only in relation to the lot owned by that owner;
- b. where there is more than one owner of that lot, means those owners jointly and severally, but only in relation to that lot; and
- c. where there is more than one lot owned by that owner or owners, means that owner or those owners (joint and severally) in respect of each such lot severally;

**owners corporation** means the owners corporation created on registration of the strata

**Permitted Work** means Building Works as set out in the Scope of Works.

**Resolution** means the special resolution of the owners corporation to authorise the Authorised Owner to take such action the subject of section 108(1) of the Management Act as required to carry out works subject to and in accordance herewith, the ongoing maintenance of which is to be the responsibility of the Authorised Owner;

**Scope of Works** means the Scope of Works in Annexure B;

**strata plan** means strata plan number 60182; and

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**strata scheme** means the strata scheme relating to the strata plan.

Annexure below

### **Special By-Law 27 Air conditioner lot 136**

Repealed

### **Special By-Law 28 Major renovation and building works lot 66**

#### **1. Introduction**

This by-law gives the Owner the right to carry out the Major Renovations on the conditions of the Major Renovations By-Law and this by-law.

#### **2. Definitions**

In this by-law:

**"Lot"** means Lot 66 in the Strata Scheme;

**"Owner"** means the owner for the time being of the Lot (being the current owner and all successors);

**"Plans"** means the plans and other documents attached to this by-law and collectively marked " **A**";

**"Major Renovations"** means the alterations and additions to the Lot and common property described and shown in the Plans being:

- i. removal of existing carpet floor, wardrobes, door handles, floor tiles, kitchen, handrails and existing mount fixtures;
- ii. installation of new wardrobes, handrails, door handles and new ices where ceilings are dropped;
- iii. installation of new waterproofing membrane on laundry floors and
- iv. replacement of existing ensuite, including:
  - i. adding of new fittings and finishes such as tapware, joinery, toilet cistern and shower screen (fixed glass panel);
  - ii. replacement of floor tiles, wall tiles and waterproofing membrane;
  - iii. associated plumbing work (no change in location);
  - iv. associated electrical work; and
  - v. new coat of paint; and
- v. replacement of existing bathroom, including:
  - i. adding of new fittings and finishes such as tapware, joinery, toilet cistern and shower screen (fixed glass panel);
  - ii. replacement of floor tiles, wall tiles and waterproofing membrane;
  - iii. associated plumbing work (no change in location)
  - iv. associated electrical work; and (X) new coat of paint.

**"Major Renovations By-Law"** means Special By-Law No. 22 - Major Renovations as amended from time to time;

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### 3. Authorisation for Major Renovations

The Owners Corporation grants the Owner

- a. the authority to carry out the Major Renovations strictly in accordance with the Plans;
- b. the special privilege to, at the Owner's cost, carry out the Major Renovations to the common property strictly in accordance with the Plans; and
- c. the exclusive use and enjoyment of the common property to be occupied by the Major Renovations;

### 4. Conditions

4.1 The Major Renovations By-Law will apply to the Major Renovations

4.1 The Owner must, at the Owner's cost, comply with the conditions specified in the Major Renovations By-Law with respect to the Major Renovations.

4.2 The Owner must also, at the Owner's cost, properly maintain and in a state of good and serviceable repair the Major Renovations and common property occupied by the Major Renovations and, where necessary, renew or replace any fixtures of fittings comprised in those Major Renovations and that common property.

4.3 The Owners Corporation may exercise any of the functions conferred on it under the Major Renovations By-Law with respect to the Major Renovations.

4.4 The Owner must pay the reasonable costs of the owners corporation incurred in connection with approving and registering this by-law.

4.5 For the avoidance of doubt, this by-law operates as the approval of the owners corporation of the Major Renovations for the purposes of the Major Renovations By-Law.

Annexure below

### **Special By-Law 29** **Major renovation and building works lot 66**

#### **1. Introduction**

This by-law gives the Owner the right to carry out the Major Renovations on the conditions of the Major Renovations By-Law and this by-law.

#### **2. Definitions**

In this by-law:

"**Lot**" means Lot 66 in the Strata Scheme;

"**Owner**" means the owner for the time being of the Lot (being the current owner and all successors);

"**Plans**" means the plans/drawings prepared by Cassy Workman and dated 04/09/2018 attached to this by-law;

"**Major Renovations**" means the alterations and additions to the Lot and common property described and shown in the Plans being the addition of a false ceiling and wall cladding within the confines of the lot to be attached to common property;

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"**Major Renovations By-Law**" means Special By-Law No. 22 - Major Renovations as amended from time to time;

"**Strata Scheme**" means the strata scheme to which this by-law applies.

### **3. Authorisation for Major Renovations**

The Owners Corporation grants the Owner:

- a. the authority to carry out the Major Renovations strictly in accordance with the Plans;
- b. the special privilege to, at the Owner's cost, carry out the Major Renovations to the common property strictly in accordance with the Plans; and

the exclusive use and enjoyment of the common property to be occupied by the Major Renovations;

on the conditions of this by-law.

### **4. Conditions**

4.1 The Major Renovations By-Law will apply to the Major Renovations.

4.1 The Owner must, at the Owner's cost, comply with the conditions specified in the Major Renovations By-Law with respect to the Major Renovations.

4.2 The Owner must also, at the Owner's cost, properly maintain and keep in a state of good and serviceable repair the Major Renovations and the common property occupied by the Major Renovations and, where necessary, renew or replace any fixtures of fittings comprised in those Major Renovations and that common property.

4.3 The Owners Corporation may exercise any of the functions conferred on it under the Major Renovations By-Law with respect to the Major Renovations.

4.4 The Owner must pay the reasonable costs of the owners corporation incurred in connection with approving and registering this by-law.

For the avoidance of doubt, this by-law operates as the approval of the owners corporation of the Major Renovations for the purposes of the Major Renovations By-Law.

Annexure below

## **Special By-Law 30 Major renovation and building works lot 29**

### **1. Introduction**

This by-law gives the Owner the right to carry out the Major Renovations on the conditions of the Major Renovations By-Law and this by-law.

### **2. Definitions**

In this by-law:

"**Lot**" means Lot 29 in the Strata Scheme;



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"Owner" means the owner for the time being of the Lot (being the current owner and all successors);

"Plans" means the plans/drawings prepared by Wayne Eastburn and dated 04/09/2018 attached to this by-law;

"Major Renovations" means the alterations and additions to the Lot and common property described and shown in the Plans being the stripping and refurbishing of the main and ensuite bathroom within the lot;

"Major Renovations By-Law" means Special By-Law No. 22 - Major Renovations as amended from time to time;

"Strata Scheme" means the strata scheme to which this by-law applies.

### 3. Authorisation for Major Renovations

The Owners Corporation grants the Owner:

- a. the authority to carry out the Major Renovations strictly in accordance with the Plans;
- b. the special privilege to, at the Owner's cost, carry out the Major Renovations to the common property strictly in accordance with the Plans; and

the exclusive use and enjoyment of the common property to be occupied by the Major Renovations;

on the conditions of this by-law.

### 4. Conditions

4.1 The Major Renovations By-Law will apply to the Major Renovations.

4.2 The Owner must, at the Owner's cost, comply with the conditions specified in the Major Renovations By-Law with respect to the Major Renovations.

4.3 The Owner must also, at the Owner's cost, properly maintain and keep in a state of good and serviceable repair the Major Renovations and the common property occupied by the Major Renovations and, where necessary, renew or replace any fixtures of fittings comprised in those Major Renovations and that common property.

4.4 The Owners Corporation may exercise any of the functions conferred on it under the Major Renovations By-Law with respect to the Major Renovations.

4.5 The Owner must pay the reasonable costs of the owners corporation incurred in connection with approving and registering this by-law.

For the avoidance of doubt, this by-law operates as the approval of the owners corporation of the Major Renovations for the purposes of the Major Renovations By-Law.

Annexure below

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### **Special By-Law 31 Smoking**

- a. An Owner, Occupier or Authorised User must not smoke any cigarette, cigar or any other substance on the Common Property including within the Recreational Facilities and Reception Area.
- b. Smoke from smoking by an Owner, Occupier or Authorised User within a lot must not be allowed to escape from that lot to interfere with the enjoyment of any person lawfully using common property.
- c. Escape of smoke from smoking from a lot must not be allowed to cause a nuisance or health hazard that would interfere with the enjoyment of the owner or occupier of another lot. For the avoidance of doubt, a lot includes balconies, and courtyards of either lot

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## **Special By-Law 32** **Major renovations and building works (Lot 94)**

### **1. Introduction**

This by-law gives the Owner the right to carry out the Major Renovations on the conditions of the Major Renovations By-Law and this by-law.

### **2. Definitions**

In this by-law:

- a. **"Lot"** means Lot 94 in the Strata Scheme.
- b. **"Owner"** means the owner for the time being of the Lot (being the current owner and all successors).
- c. **"Plans"** means the plans/drawings prepared by Anthony Jackson trading as Creative Habitat and dated 3 May 2021 attached to this by-law and marked as Annexure "A".
- d. **"Major Renovations"** means the alterations and additions to the Lot and common property described and shown in the Plans;
- e. **"Major Renovations By-Law"** means Special By-Law No. 32 – Major Renovations as amended from time to time.
- f. **"Strata Scheme"** means the strata scheme to which this by-law applies.

### **3. Authorisation for Major Renovations**

The Owners Corporation grants the Owner:

- a. the authority to carry out the Major Renovations strictly in accordance with the Plans;
- b. the special privilege to, at the Owner's cost, carry out the Major Renovations to the common property strictly in accordance with the Plans; and
- c. the exclusive use and enjoyment of the common property to be occupied by the Major Renovations, on the conditions of this by-law.

### **4. Conditions**

4.1 The Major Renovations By-Law will apply to the Major Renovations.

4.2 The Owner must, at the Owner's cost, comply with the conditions specified in the Major Renovations By-Law with respect to the Major Renovations.

4.3 The Owner must also, at the Owner's cost, properly maintain and keep in a state of good and serviceable repair the Major Renovations and the common property occupied by the Major Renovations and, where necessary, renew or replace any fixtures of fittings comprised in those Major Renovations and that common property.

4.4 The Owners Corporation may exercise any of the functions conferred on it under the Major Renovations By-Law with respect to the Major Renovations.

4.5 The Owner must pay the reasonable costs of the owner's corporation incurred in connection with approving and registering this by-law.

4.6 For the avoidance of doubt, this by-law operates as the approval of the owner's corporation of the Major Renovations for the purposes of the Major Renovations By-Law.

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## Special By-Law 33 Works - Lot 159

### 1. Introduction

This by-law gives the Owner the right to carry out the Major Renovations on the conditions of the Major Renovations By-Law and this by-law.

### 2. Definitions

In this by-law:

- a. **"Lot"** means Lot 59 in the Strata Scheme.
- b. **"Owner"** means the owner for the time being of the Lot (being the current owner and all successors).
- c. **"Plans"** means the plans/drawings prepared by Home Solutions Pty Ltd trading as Domayne Bathroom Design and dated 3 June 2021 attached to this by-law and marked as Annexure "B".
- d. **"Major Renovations"** means the alterations and additions to the Lot and common property described and shown in the Plans;
- e. **"Major Renovations By-Law"** means Special By-Law No. 33 – Major Renovations as amended from time to time.
- f. **"Strata Scheme"** means the strata scheme to which this by-law applies.

### 3. Authorisation for Major Renovations

The Owners Corporation grants the Owner:

- a. the authority to carry out the Major Renovations strictly in accordance with the Plans;
- b. the special privilege to, at the Owner's cost, carry out the Major Renovations to the common property strictly in accordance with the Plans; and
- c. the exclusive use and enjoyment of the common property to be occupied by the Major Renovations, on the conditions of this by-law.

### 4. Conditions

4.1 The Major Renovations By-Law will apply to the Major Renovations.

4.2 The Owner must, at the Owner's cost, comply with the conditions specified in the Major Renovations By-Law with respect to the Major Renovations.

4.3 The Owner must also, at the Owner's cost, properly maintain and keep in a state of good and serviceable repair the Major Renovations and the common property occupied by the Major Renovations and, where necessary, renew or replace any fixtures or fittings comprised in those Major Renovations and that common property.

4.4 The Owners Corporation may exercise any of the functions conferred on it under the Major Renovations By-Law with respect to the Major Renovations.

4.5 The Owner must pay the reasonable costs of the owner's corporation incurred in connection with approving and registering this by-law.

4.6 For the avoidance of doubt, this by-law operates as the approval of the owner's corporation of the Major Renovations for the purposes of the Major Renovations By-Law

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## Special By-Law 34 Works - Lot 107

### 1. Introduction

This by-law gives the Owner the right to carry out the Major Renovations on the conditions of the Major Renovations By-Law and this by-law.

### 2. Definitions

In this by-law:

- a. **"Lot"** means Lot 107 in the Strata Scheme.
- b. **"Owner"** means the owner for the time being of the Lot (being the current owner and all successors).
- c. **"Plans"** means the plans/drawings prepared by Sydney Renovations Projects Pty Ltd trading as Inhaus and dated 9 May 2021 attached to this by-law and marked as Annexure "C".
- d. **"Major Renovations"** means the alterations and additions to the Lot and common property described and shown in the Plans;
- e. **"Major Renovations By-Law"** means Special By-Law No. 34 – Major Renovations as amended from time to time.
- f. **"Strata Scheme"** means the strata scheme to which this by-law applies.

### 3. Authorisation for Major Renovations

The Owners Corporation grants the Owner:

- a. The authority to carry out the Major Renovations strictly in accordance with the Plans;
- b. the special privilege to, at the Owner's cost, carry out the Major Renovations to the common property strictly in accordance with the Plans; and
- c. the exclusive use and enjoyment of the common property to be occupied by the Major Renovations, on the conditions of this by-law.

### 4. Conditions

4.1 The Major Renovations By-Law will apply to the Major Renovations.

4.2 The Owner must, at the Owner's cost, comply with the conditions specified in the Major Renovations By-Law with respect to the Major Renovations.

4.3 The Owner must also, at the Owner's cost, properly maintain and keep in a state of good and serviceable repair the Major Renovations and the common property occupied by the Major Renovations and, where necessary, renew or replace any fixtures of fittings comprised in those Major Renovations and that common property.

4.4 The Owners Corporation may exercise any of the functions conferred on it under the Major Renovations By-Law with respect to the Major Renovations.

4.5 The Owner must pay the reasonable costs of the owner's corporation incurred in connection with approving and registering this by-law.

4.6 For the avoidance of doubt, this by-law operates as the approval of the owner's corporation of the Major Renovations for the purposes of the Major Renovations By-Law.

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## Special By-Law 35 Works - Lot 18

### 1. Introduction

This by-law gives the Owner the right to carry out the Major Renovations on the conditions of the Major Renovations By-Law and this by-law.

### 2. Definitions

In this by-law:

- a. **"Lot"** means Lot 18 in the Strata Scheme.
- b. **"Owner"** means the owner for the time being of the Lot (being the current owner and all successors).
- c. **"Plans"** means the plans/drawings prepared by DesignLine Kitchens and dated 18 June 2021 attached to this by-law and marked as Annexure "D".
- d. **"Major Renovations"** means the alterations and additions to the Lot and common property described and shown in the Plans;
- e. **"Major Renovations By-Law"** means Special By-Law No. 35 – Major Renovations as amended from time to time.
- f. **"Strata Scheme"** means the strata scheme to which this by-law applies.

### 3. Authorisation for Major Renovations

The Owners Corporation grants the Owner:

- a. the authority to carry out the Major Renovations strictly in accordance with the Plans;
- b. the special privilege to, at the Owner's cost, carry out the Major Renovations to the common property strictly in accordance with the Plans; and
- c. the exclusive use and enjoyment of the common property to be occupied by the Major Renovations, on the conditions of this by-law.

### 4. Conditions

4.1 The Major Renovations By-Law will apply to the Major Renovations.

4.2 The Owner must, at the Owner's cost, comply with the conditions specified in the Major Renovations By-Law with respect to the Major Renovations.

4.3 The Owner must also, at the Owner's cost, properly maintain and keep in a state of good and serviceable repair the Major Renovations and the common property occupied by the Major Renovations and, where necessary, renew or replace any fixtures of fittings comprised in those Major Renovations and that common property.

4.4 The Owners Corporation may exercise any of the functions conferred on it under the Major Renovations By-Law with respect to the Major Renovations.

4.5 The Owner must pay the reasonable costs of the owner's corporation incurred in connection with approving and registering this by-law.

4.6 For the avoidance of doubt, this by-law operates as the approval of the owner's corporation of the Major Renovations for the purposes of the Major Renovations By-Law.

## Special By-Law 36

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## **Works - Lot 132**

### **1. Introduction**

This by-law gives the Owner the right to carry out the Major Renovations on the conditions of the Major Renovations By-Law and this by-law.

### **2. Definitions**

In this by-law:

"Flooring By-law" means Special By-law 3 of the registered Consolidated By-laws of the Owners Corporation.

"Lot" means Lot 132 in the Strata Scheme;

"Owner" means the owner for the time being of the Lot (being the current owner and all successors);

"Owners Corporation" means The Owners – Strata Plan No. 60182.

"Plans" means the plans/drawings and documents attached to this by-law at Annexure A, B and C and described as:

1. Scope of Works
2. Detailed floor plan for Works
3. Structural Certificate from ABVD Design dated 7 July 2021.
4. *Wilkinson Murray Acoustic Report* dated 27 September 2019.

"Major Renovations" means the alterations and additions to the Lot and common property described and shown in the Plans being major renovation works to Lot 132;

"Major Renovations By-Law" means Special By-Law No. 22 - Major Renovations as amended from time to time;

"Strata Scheme" means the strata scheme to which this by-law applies. "Covid 19 restrictions" means any restrictions imposed from time to time under Public Health Orders

issued by the NSW Government in response to the Corona virus pandemic including but not limited to the Delta outbreak or any other variant thereof.

"NSW Government Orders" means the Public Health (Covid-19 additional Restrictions for Delta Outbreak) Order and other government order, mandate or law brought in as a result of restriction relative to Covid19.

### **3. Authorisation for Major Renovations**

The Owners Corporation grants the Owner:

1. the authority to carry out the Major Renovations strictly in accordance with the Plans;
2. the special privilege to, at the Owner's cost, carry out the Major Renovations to the common property strictly in accordance with the Plans; and
3. the exclusive use and enjoyment of the common property to be occupied by the Major Renovations;

on the conditions of this by-law.

### **4. Conditions**

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4.1 The Major Renovations By-Law will apply to the Major Renovations.

4.2 The Owner must, at the Owner's cost, comply with the conditions specified in the Major Renovations By-Law with respect to the Major Renovations, including the payment of a deposit bond of \$10,000.00 in accordance with 4.1.1 (g) of the Major Renovations By-Law.

4.3 The Owner must also, at the Owner's cost, properly maintain and keep in a state of good and serviceable repair the Major Renovations and the common property occupied by the Major Renovations and, where necessary, renew or replace any fixtures or fittings comprised in those Major Renovations and that common property.

4.4 The Owners Corporation may exercise any of the functions conferred on it under the Major Renovation By-Law with respect to the Major Renovations.

4.5 The Owner must comply with the Flooring By-law in respect of any flooring works performed under this by-law, including but not limited to, providing the following:

- a. all Required Documents as defined under the Flooring By-law prior to commencement of works including a report providing specifications for the flooring and for the sound absorbency under the flooring to be provided by an acoustic engineer nominated by the OC at the cost of the Owner; and
- b. further to the above, the Owner must ensure that the flooring works comply with a noise impact isolation product equal or better than an Impact Insulation class (IIC) rating of 57 and provide evidence of this as reasonably requested.

4.6 The Owner must pay the reasonable costs of the owners corporation incurred in connection with approving and registering this by-law.

4.7 For the avoidance of doubt, this by-law operates as the approval of the owners corporation of the Major Renovations for the purposes of the Major Renovations By-Law.

### **5. Covid-19**

5.1 As a result of the NSW Government Orders regarding the Delta outbreak of Covid-19 and any and all of its variants, mutations thereof, the Owner must ensure that all persons engaged by the Owner to perform the works subject of this major renovation by-law are compliant with all government directions regarding performance of works on residential construction sites whether occupied or not.

5.2 Further to 5.1 above, the Owner must ensure that before any works commence, the Owners and/or their Contractor(s) have produced a Covid Safety Plan to the Owners Corporation which documents the appropriate plan for ensuring the safety and well-being of the Occupants of the Property along with any and all other occupants of the Strata Scheme.

5.3 During the performance of the works, the Owner must:

- ensure that all Work is ceased immediately upon any direction in writing issued by the Owners Corporation, as a result of any Covid-19 restrictions imposed from time to time with any such direction being made at the Owners Corporation's sole discretion which may include limiting access to the Common Property for the purposes of access to the Lot for performance of the Work;

In any other circumstance:

- ensure that no more than 2 people are working in an indoor area at the same time;
- the owner must stay in a separate indoor area to where the works are being carried out;
- ensure that the Contractor(s) minimise any time spent in any indoor common property area and are

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wearing face masks and appropriate Covid safe personal protection equipment at all times.

## Special By-Law 37 Works - Lot 37

### 1. Introduction

This by-law gives the Owner the right to carry out the Major Renovations on the conditions of the Renovations By-law and this by-law.

### 2. Definitions

In this by-law:

- a. Lot means Lot 37 in the Strata Scheme;
- b. Owner means the owner for the time being of the Lot (being the current owner and all successors);
- c. Plans means the plans/drawings prepared by Prestige Only Property Group and dated 24 January 2022 attached to this by-law;
- d. Major Renovations means the alterations and additions to the Lot and common property described and shown in the Plans being a full bathroom renovation in Lot 37.
- e. Major Renovations By-law means Special By-law No. 22 – Major Renovations as amended from time to time;
- f. Strata Scheme means the strata scheme to which this by-law applies.

### 3. Authorisation for Major Renovations

The Owners Corporation grants the Owner:

- a. the authority to carry out the Major Renovations strictly in accordance with the Plans;
- b. the special privilege to, at the Owner's cost, carry out the Major Renovations to the common property strictly in accordance with the Plans; and
- c. the exclusive use and enjoyment of the common property to be occupied by the Major Renovations; on the conditions of this by-law.

### 4. Conditions

4.1 The Major Renovations By-law will apply to the Major Renovations.

4.2 The Owner must, at the Owner's cost, comply with the conditions specified in the Major Renovations By-Law with respect to the Major Renovations.

4.3 The Owner must also, at the Owner's cost, properly maintain and keep in a state of good and serviceable repair the Major Renovations and the common property occupied by the Major Renovations and, where necessary, renew or replace any fixtures or fittings comprised in those Major Renovations and that common property.

4.4 The Owners Corporation may exercise any of the functions conferred on it under the Major Renovations By-Law with respect to the Major Renovations.

4.5 The Owner must pay the reasonable costs of the owners corporation incurred in connection with approving and registering this by-law.

4.6 For the avoidance of doubt, this by-law operates as the approval of the owners corporation of the Major

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Renovations for the purposes of the Major Renovations By-Law.

## **Special By-Law 38 Works - Lot 174**

### **1. Introduction**

This by-law gives the Owner the right to carry out the Major Renovations on the conditions of the Renovations By-law and this by-law.

### **2. Definitions**

In this by-law:

- a. Lot means Lot 174 in the Strata Scheme;
- b. Owner means the owner for the time being of the Lot (being the current owner and all successors);
- c. Plans means the plans/drawings prepared by Creative Habitat, dated 6 June 2022 and William Barratt dated 7 June 2022 attached to this by-law;
- d. Major Renovations means the alterations and additions to the Lot and common property described and shown in the Plans being a Bathroom, Laundry and Air Conditioning Renovation in Lot 174.
- e. Major Renovations By-law means Special By-law No. 22 – Major Renovations as amended from time to time;
- f. Strata Scheme means the strata scheme to which this by-law applies.

### **3. Authorisation for Major Renovations**

The Owners Corporation grants the Owner:

- a. the authority to carry out the Major Renovations strictly in accordance with the Plans;
- b. the special privilege to, at the Owner's cost, carry out the Major Renovations to the common property strictly in accordance with the Plans; and
- c. the exclusive use and enjoyment of the common property to be occupied by the Major Renovations; on the conditions of this by-law.

### **4. Conditions**

4.1 The Major Renovations By-law will apply to the Major Renovations.

4.2 The Owner must, at the Owner's cost, comply with the conditions specified in the Major Renovations By-Law with respect to the Major Renovations.

4.3 The Owner must also, at the Owner's cost, properly maintain and keep in a state of good and serviceable repair the Major Renovations and the common property occupied by the Major Renovations and, where necessary, renew or replace any fixtures or fittings comprised in those Major Renovations and that common property.

4.4 The Owners Corporation may exercise any of the functions conferred on it under the Major Renovations By-Law with respect to the Major Renovations.

4.5 The Owner must pay the reasonable costs of the owners corporation incurred in connection with approving and registering this by-law.

4.6 For the avoidance of doubt, this by-law operates as the approval of the owners corporation of the Major

# By-Laws

Plan 60182

780 Bourke Street  
East Redfern NSW 2016

Renovations for the purposes of the Major Renovations By-Law.

## Special By-Law 39 Works - Lot 81

### 1. Introduction

This by-law gives the Owner the right to carry out the Major Renovations on the conditions of the Renovations By-law and this by-law.

### 2. Definitions

In this by-law:

- a. Lot means Lot 81 in the Strata Scheme;
- b. Owner means the owner for the time being of the Lot (being the current owner and all successor
- c. Plans means the plans/drawings prepared by Creative Habitat dated 1 June 2022 and James D dated 22 June 2022 attached to this by-law;
- d. Major Renovations means the alterations and additions to the Lot and common property described and shown in the Plans being a Ensuite Bathroom and Laundry Renovation in Lot 81.
- e. Major Renovations By-law means Special By-law No. 22 – Major Renovations as amended from time to time;
- f. Strata Scheme means the strata scheme to which this by-law applies.

### 3. Authorisation for Major Renovations

The Owners Corporation grants the Owner:

- a. the authority to carry out the Major Renovations strictly in accordance with the Plans;
- b. the special privilege to, at the Owner's cost, carry out the Major Renovations to the common property strictly in accordance with the Plans; and
- c. the exclusive use and enjoyment of the common property to be occupied by the Major Renovations on the conditions of this by-law.

### 4. Conditions

4.1 The Major Renovations By-law will apply to the Major Renovations.

4.2 The Owner must, at the Owner's cost, comply with the conditions specified in the Major Renovations By-Law with respect to the Major Renovations.

4.3 The Owner must also, at the Owner's cost, properly maintain and keep in a state of good and serviceable repair the Major Renovations and the common property occupied by the Major Renovations and, where necessary, renew or replace any fixtures or fittings comprised in those Major Renovations and that common property.

4.4 The Owners Corporation may exercise any of the functions conferred on it under the Major Renovations By-Law with respect to the Major Renovations.

4.5 The Owner must pay the reasonable costs of the owners corporation incurred in connection with approving and registering this by-law.

4.6 For the avoidance of doubt, this by-law operates as the approval of the owners corporation of the Major

# By-Laws

Plan 60182

780 Bourke Street  
East Redfern NSW 2016

Renovations for the purposes of the Major Renovations By-Law.

## Special By-Law 40 Works - Lot 115

### 1. Introduction

This by-law gives the Owner the right to carry out the Major Renovations on the conditions of the Renovations By-law and this by-law.

### 2. Definitions

In this by-law:

- a. Lot means Lot 115 in the Strata Scheme;
- b. wner means the owner f or the time being of the Lot (being the current owner and all successors);
- c. Plans means the plans/drawings/scope of works prepared by Helen Brennan dated 21 July 2022 and Creative Habitat dated 28.02.22 attached to this by -law;
- d. Major Renovations means the alterations and additions to the Lot and common property described and shown in the Plans and scope of works, being a bathroom, ensuite and laundry renovation in Lot 115 and summarised below:

#### Kitchen

- Services existing. Cap and terminate.
- Demolition. Removal and disposal o f existing spalshbacks, benchtops, joinery and associated fixtures and fittings.
- Pipework. Requires ermination, removal and re-running to new location.
- Joinery. Custom design, manufacture, supply to site and install to home.- Benchtop. Supply and install new 40mm benchtop with waterfall.
- Splashback. Supply and install f rom same material.- Install. Appliances, sink, tap and rangehood.

#### Bathroom/Ensuite/Joinery

- Terminate existing services.
- Demolish existing fixtures and fittings.
- Remove tiles, cement bed and base. Remove to dump.- Services. New. Supply and install new mixers to bathroom/ensuite.
- Waterproofing. Suppl and apply waterproofing to shower areas, whole floors with 100mm turn up.
- Cement beds f or f all to drains. Supply and install cement beds to allow drainage.
- Waterproofing. Supply an additional layer of waterproof ing over cement beds.
- Tiling. Supply and install new tiling to walls and floors.
- Grout. Apply grout to choose. Silicon joints.



## By-Laws

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- Towel rails, holders and accessories.

Allowances

- Bath.

- e. Major Renovations By-law means Special By-law No. 22 – Major Renovations as amended from time to time;
- f. Strata Scheme means the strata scheme to which this by -law applies.

### 3. Authorisation for Major Renovations

The Owners Corporation grants the Owner:

- a. the authority to carry out the Major Renovations strictly in accordance with the Plans and scope of works;
- b. the special privilege to, at the Owner's cost, carry out the Major Renovations to the common property strictly in accordance with the Plans and scope of works; and
- c. the exclusive use and enjoyment of the common property to be occupied by the Major Renovations; on the conditions of this by-law.

### 4. Conditions

4.1 The Major Renovations By-law will apply to the Major Renovations.

4.2 The Owner must, at the Owner's cost, comply with the conditions specified in the Major Renovations By-Law with respect to the Major Renovations.

4.3 The Owner must also, at the Owner's cost, properly maintain and keep in a state of good and serviceable repair the Major Renovations and the common property occupied by the Major Renovations and, where necessary, renew or replace any fixtures or fittings comprised in those Major Renovations and that common property.

4.4 The Owners Corporation may exercise any of the functions conferred on it under the Major Renovations By-Law with respect to the Major Renovations.

4.5 The Owner must pay the reasonable costs of the owners corporation incurred in connection with approving and registering this by-law.

4.6 For the avoidance of doubt, this by-law operates as the approval of the owners corporation of the Major Renovations for the purposes of the Major Renovations By-Law.

## Special By-Law 41 Works - Lot 28

### 1. Introduction

This by-law gives the Owner the right to carry out the Major Renovations on the conditions of the Renovations By-law and this by-law.

### 2. Definitions

In this by-law:

## By-Laws

Plan 60182

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- a. Lot means Lot 28 in the Strata Scheme;
- b. Owner means the owner of the Lot (being the current owner and all successors);
- c. Plans means the plans/drawings/scope of works prepared by A. C. Baker Constructions Pty Ltd dated 4 September 2022 attached to this by-law;
- d. Major Renovations means the alterations and additions to the Lot and common property described and shown in the Plans and scope of works, being a laundry renovation including the demolition of one wall in Lot 28 as summarised below:

-Remove wall as per supplied demolition floor plan and engineering details.

-Remove existing flooring as per supplied demolition floor plan

-New waterproofing membrane to (AS3740) supplied and installed by licensed water-proofer as per manufacturers specifications.

-Move water points as required

-Move electrical points as required

-Make good ceiling

-Floor and wall Tiling as per Construction plan supplied

-Fit-out new cabinetry as per Construction plan supplied

-Removal of all building waste.

### Exclusions

-Painting and carpet by owner

- e. Major Renovations By-law means Special By-law No. 22 – Major Renovations as amended from time to time;
- f. Strata Scheme means the strata scheme to which this by-law applies.

### 3. Authorisation for Major Renovations

The Owners Corporation grants the Owner:

- a. the authority to carry out the Major Renovations strictly in accordance with the Plans and scope of works;
- b. the special privilege to, at the Owner's cost, carry out the Major Renovations to the common property strictly in accordance with the Plans and scope of works; and
- c. the exclusive use and enjoyment of the common property to be occupied by the Major Renovations; on the conditions of this by-law.

### 4. Conditions

4.1 The Major Renovations By-law will apply to the Major Renovations.

4.2 The Owner must, at the Owner's cost, comply with the conditions specified in the Major Renovations

By-Law with respect to the Major Renovations.

4.3 The Owner must also, at the Owner's cost, properly maintain and keep in a state of good and serviceable repair the Major Renovations and the common property occupied by the Major Renovations and, where

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## By-Laws

Plan 60182

780 Bourke Street  
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necessary, renew or replace any fixtures or fittings comprised in those Major Renovations and that common property.

4.4 The Owners Corporation may exercise any of the functions conferred on it under the Major Renovations By-Law with respect to the Major Renovations.

4.5 The Owner must pay the reasonable costs of the owners corporation incurred in connection with approving and registering this by-law.

4.6 For the avoidance of doubt, this by-law operates as the approval of the owners corporation of the Major Renovations for the purposes of the Major Renovations By-Law.

# Special By-Law 22 Annexure

## **ANNEXURE TO MAJOR RENOVATION BY-LAW**

---

### **Motion and By-Law for Major Renovations**

That the owners corporation specially resolves pursuant to sections 108 and 143 of the *Strata Schemes Management Act 2015* to authorise the owner of the lot specified in the special by-law set out below to carry out the alterations and additions to that lot and the common property described in that special by-law on the conditions of that special by-law (including the condition that the owner is responsible for the maintenance, upkeep and repair of those alterations and additions and the common property occupied by them) and to add to the by-laws applicable to the strata scheme by making that special by-law:

### **Special By-Law No. ... – Major Renovations and Building Works (Lot ....)**

#### **1. Introduction**

This by-law gives the Owner the right to carry out the Major Renovations on the conditions of the Major Renovations By-Law and this by-law.

#### **2. Definitions**

In this by-law:

“**Lot**” means Lot ..... in the Strata Scheme;

“**Owner**” means the owner for the time being of the Lot (being the current owner and all successors);

“**Plans**” means the plans/drawings prepared by ..... and dated ..... attached to this by-law;

“**Major Renovations**” means the alterations and additions to the Lot and common property described and shown in the Plans being .....

**"Major Renovations By-Law"** means Special By-Law No. 22 – Major Renovations as amended from time to time;

**"Strata Scheme"** means the strata scheme to which this by-law applies.

### **3. Authorisation for Major Renovations**

The Owners Corporation grants the Owner:

- (a) the authority to carry out the Major Renovations strictly in accordance with the Plans;
- (b) the special privilege to, at the Owner's cost, carry out the Major Renovations to the common property strictly in accordance with the Plans; and

the exclusive use and enjoyment of the common property to be occupied by the Major Renovations;

on the conditions of this by-law.

### **4. Conditions**

- 4.1 The Major Renovations By-Law will apply to the Major Renovations.
- 4.2 The Owner must, at the Owner's cost, comply with the conditions specified in the Major Renovations By-Law with respect to the Major Renovations.
- 4.3 The Owner must also, at the Owner's cost, properly maintain and keep in a state of good and serviceable repair the Major Renovations and the common property occupied by the Major Renovations and, where necessary, renew or replace any fixtures or fittings comprised in those Major Renovations and that common property.
- 4.4 The Owners Corporation may exercise any of the functions conferred on it under the Major Renovations By-Law with respect to the Major Renovations.
- 4.5 The Owner must pay the reasonable costs of the owners corporation incurred in connection with approving and registering this by-law.
- 4.6 For the avoidance of doubt, this by-law operates as the approval of the owners corporation of the Major Renovations for the purposes of the Major Renovations By-Law.



# Special By-Law 25 Annexure

## **Annexure A Building Works Conditions**

### **1 Building Works Conditions**

---

#### **1.1 General conditions applying to Building Works**

Building Works must:

- (a) be carried out in accordance with and comply with any applicable law or Approval;
- (b) be carried out in a proper and workmanlike manner and only by persons who are duly licensed to do so;
- (c) comply with the National Construction Code and the Building Code of Australia and not cause the parcel or any part of it to breach either of those codes;
- (d) be fit for their purpose;
- (e) only be carried out using materials belonging to the Owner and not subject to any charge, lien, security interest or similar;
- (f) be carried out with due diligence and expedition and within a reasonable time;
- (g) cause a minimum of disruption to the use of the parcel and a minimum of damage to the parcel;
- (h) in any event, not occasion the occupation or use of open space areas of common property except as otherwise specifically approved in writing by the owners corporation;
- (i) except as otherwise approved by the owners corporation, be carried out only between the hours of 7:30am and 5:30pm (excluding on any day that is a Saturday, Sunday or public holiday in New South Wales) or between 8:30 am and Midday on a Saturday;
- (j) not cause damage to the parcel or any part of the parcel otherwise than authorised hereunder;
- (k) not adversely affect the structure or support of the parcel;
- (l) not compromise the proper functioning or performance of any existing system or element of the parcel, including without limitation with respect to waterproofing or fire protection; and
- (m) not cause or amount to a nuisance or hazard to other owners or occupiers of lots or interfere unreasonably with the use or enjoyment of the parcel by other owners or occupiers of lots.

#### **1.2 Connection to services**

Except as otherwise approved in writing by the owners corporation, to the extent the Building Works are connected to any electrical, gas, water or other services, they must be connected only to such services that are separately metered to you: lot (provided such separately metered services are otherwise connected to the lot).

#### **1.3 Cleanliness, protection and rectification**

You must:

- (a) ensure the parcel is adequately protected from damage that may be caused by Building Works;
- (b) ensure any part of the parcel affected by Building Works is kept clean and tidy and is left clean and tidy on completion of Building Works; and
- (c) if Building Works cause damage to the parcel, rectify that damage, including doing any necessary Building Works.

#### 1.4 Bond

You must, before carrying out Building Works, pay a bond to the owners corporation to secure compliance with your obligations under these Building Works Conditions in respect of those Building Works.

#### 1.5 Plans and specifications

If the owners corporation has not previously been provided with them, you must provide a copy of any plans and specifications relating to Building Works to the owners corporation. Where those plans and specifications relate to any element of Building Works that is proposed to be undertaken, those plans and specifications must be provided to the owners corporation before that element of those Building Works is undertaken.

#### 1.6 Insurance

You must effect and maintain the following insurance (or ensure the same is effected and maintained):

- (a) any insurance required by law in connection with Building Works; and
- (b) contractors all-risk insurance (including public liability insurance to a limit of not less than \$10,000,000 per event) in respect of the conduct of the Building Works naming the owners corporation as a beneficiary.

#### 1.7 Ownership of works

Building works form part of the common property only to the extent that they are affixed to the common property and occupy cubic space forming part of the common property.

#### 1.8 Definitions

In addition to the terms otherwise defined herein, in these Building Works Conditions, unless the context otherwise requires:

**Building Code of Australia** has the meaning given to it under the Environmental Planning and Assessment Act 1979;

**Building Works** means building works and related products and services that you are required or permitted to put effect to hereunder, and includes a reference to:

- (a) ancillary works, products and services that it is reasonably necessary to do or supply to facilitate the doing of those building works, and the supply of those products and services; and
- (b) as the context may require, a reference to the result of those building works and related products and services being done and supplied; and

**National Construction Code** means the National Construction Code published by the Australian Building Codes Board from time to time.

**You** means a person who is required to comply with these Building Works Conditions, or whose Building Works are required to comply with these Building Works Conditions; and

**Your** has a corresponding meaning to You.

## **Annexure B Scope of Works**

### **1 Scope of Works**

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#### **1.1 Lot 13 Bathroom Renovation**

The renovation of the bathroom and ensuite of the Authorised Lot as shown in the annexed plans and drawings including:

1. removal and replacement of wall and floor tiling;
2. removal of toilet, bath tub, vanity, fixtures and fittings;
3. Installation of toilet, bath tub, vanity, shower screen, heated towel rail, fixtures and fittings;
4. waterproofing of walls, floor and shower recess areas;
5. building tiled wall to match ledge;
6. plumbing and electrical works as necessary; and
7. painting and refinishing of surfaces.

#### **1.2 Plans and drawings**

A reference to, or the incorporation of, a plan, drawing, sketch or diagram herein is taken to be a reference to, or the incorporation of, the original of that document at its original scale.







# Special By-Law 26 Annexure

## **Annexure A Building Works Conditions**

### **1 Building Works Conditions**

---

#### **1.1 General conditions applying to Building Works**

Building Works must:

- (a) be carried out in accordance with and comply with any applicable law or Approval;
- (b) be carried out in a proper and workmanlike manner and only by persons who are duly licensed to do so;
- (c) comply with the National Construction Code and the Building Code of Australia and not cause the parcel or any part of it to breach either of those codes;
- (d) be fit for their purpose;
- (e) only be carried out using materials belonging to the Owner and not subject to any charge, lien, security interest or similar;
- (f) be carried out with due diligence and expedition and within a reasonable time;
- (g) cause a minimum of disruption to the use of the parcel and a minimum of damage to the parcel;
- (h) in any event, not occasion the occupation or use of open space areas of common property except as otherwise specifically approved in writing by the owners corporation;
- (i) except as otherwise approved by the owners corporation, be carried out only between the hours of 7:30am and 5:30pm (excluding on any day that is a Saturday, Sunday or public holiday in New South Wales) or between 8:30 am and Midday on a Saturday;
- (j) not cause damage to the parcel or any part of the parcel otherwise than authorised hereunder;
- (k) not adversely affect the structure or support of the parcel;
- (l) not compromise the proper functioning or performance of any existing system or element of the parcel, including without limitation with respect to waterproofing or fire protection; and
- (m) not cause or amount to a nuisance or hazard to other owners or occupiers of lots or interfere unreasonably with the use or enjoyment of the parcel by other owners or occupiers of lots.

#### **1.2 Connection to services**

Except as otherwise approved in writing by the owners corporation, to the extent the Building Works are connected to any electrical, gas, water or other services, they must be connected only to such services that are separately metered to your lot (provided such separately metered services are otherwise connected to the lot).

#### **1.3 Cleanliness, protection and rectification**

You must:

- (a) ensure the parcel is adequately protected from damage that may be caused by Building Works;
- (b) ensure any part of the parcel affected by Building Works is kept clean and tidy and is left clean and tidy on completion of Building Works; and
- (c) if Building Works cause damage to the parcel, rectify that damage, including doing any necessary Building Works.

#### **1.4 Bond**

You must, before carrying out Building Works, pay a bond to the owners corporation to secure compliance with your obligations under these Building Works Conditions in respect of those Building Works.

#### **1.5 Plans and specifications**

If the owners corporation has not previously been provided with them, you must provide a copy of any plans and specifications relating to Building Works to the owners corporation. Where those plans and specifications relate to any element of Building Works that is proposed to be undertaken, those plans and specifications must be provided to the owners corporation before that element of those Building Works is undertaken.

#### **1.6 Insurance**

You must effect and maintain the following insurance (or ensure the same is effected and maintained):

- (a) any insurance required by law in connection with Building Works; and
- (b) contractors all-risk insurance (including public liability insurance to a limit of not less than \$10,000,000 per event) in respect of the conduct of the Building Works naming the owners corporation as a beneficiary.

#### **1.7 Ownership of works**

Building works form part of the common property only to the extent that they are affixed to the common property and occupy cubic space forming part of the common property.

#### **1.8 Definitions**

In addition to the terms otherwise defined herein, in these Building Works Conditions, unless the context otherwise requires:

**Building Code of Australia** has the meaning given to it under the Environmental Planning and Assessment Act 1979;

**Building Works** means building works and related products and services that you are required or permitted to put effect to hereunder, and includes a reference to:

- (a) ancillary works, products and services that it is reasonably necessary to do or supply to facilitate the doing of those building works, and the supply of those products and services; and
- (b) as the context may require, a reference to the result of those building works and related products and services being done and supplied; and

**National Construction Code** means the National Construction Code published by the Australian Building Codes Board from time to time.

**You** means a person who is required to comply with these Building Works Conditions, or whose Building Works are required to comply with these Building Works Conditions; and

**Your** has a corresponding meaning to You.

## **Annexure B Scope of Works**

### **1 Scope of Works**

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#### **1.1 Lot 149 bathroom renovation**

The renovation of the bathroom of the Authorised Lot including:

1. removal and replacement of wall and floor tiles;
2. removal of bath, vanity, shower screen, toilet, laundry tub and all taps and fittings;
3. install new toilet, vanity, shower screen, cabinet, tap fittings, towel rail, laundry tub and fittings;
4. waterproofing of walls and floors;
5. rendering and finishing of all surfaces;
6. inserting puddle flanges;
7. electrician to install lighting, switches and power points; and
8. plumber to disconnect and re plumb toilet, shower and taps.

# Special By-Law 28 Annexure

"A"

Quotation Number: 166

Date: 25/1/2018



## Quotation

to: [designer@helengriffen.com](mailto:designer@helengriffen.com)

We have pleasure in submitting the following Quotation for your consideration:

1	This price includes:		
2	Demo + Rubbish Removal		\$15,000.00
3	Ceiling		\$9,000.00
4	Electrical		\$10,000.00
5	Plumbing		\$12,000.00
6	All Joinery		\$40,000.00
7	Bathroom Fitting + shower-screens		\$15,000.00
8	Bathroom tiling		\$12,000.00
9	Main Floor Tiling Material to be used: Davco Sound Zero Acoustic 5mm T5 Mat	Code:1891400	\$12,000.00
10	Recommended Materials: Davco membrane K10 Plus interior and exterior		
11	Tile Adhesive to be used: Davco 20kg Ultraflex Ceramic Tile Adhesive.		
		Subtotal	\$125,000.00
		GST	\$12,500.00
		Total	137,500.00
	This Quotation belongs to this address: 1210/780 Bourke Steet, Redfern		

Contact Number: 0401 175 532

Lic. No: 234922C

Waterproofing Lic No: 265563C





## DIAMOND WATERPROOFING

PO Box 5268, Chullora NSW 2190, Australia  
Tel : 0410 107 999, Email : [diamondwaterproofing@live.com.au](mailto:diamondwaterproofing@live.com.au)  
WebSite : [www.DiamondWaterProofing.com.au](http://www.DiamondWaterProofing.com.au)  
Lic. No : 253785C

**Quote: Dr Workman / Redfern**

Dr. Cassy Workman

D1210 - 780 Bourke Street,

Redfern NSW 2016.

Date 25 / 01 / 2018

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RE: WATERPROOFING 2 BATHROOMS AND 1 LAUNDRY.

Thank You for Contacting Diamond Waterproofing to provide you with a waterproofing quote.

Our experienced Water-Proofers attended the property on Wed 24 Jan 2018 to inspect the two bathrooms and laundry.

Property Address: D1210-780 Bourke Street, Redfern NSW 2016.

The Water-Proofers recommends that the following products be used:

- Multi-prime prima
- Dampfix Gold Acrylic water-base waterproofing membrane (on walls)
- AquaGard M polyurethane oil-base waterproofing membrane (on floors)

Our quoted price for waterproofing the 2 bathrooms and 1 laundry is: **\$ 2, 950. 00**

All our works come with a 7 year Warranty Certificate, at completion.

Please e-mail or contact us when your ready for works to proceed. Please notify us, at least 4 working days before you would like us to start this job.

Kind Regards,  
Diamond Waterproofing.



DIAMOND  
WATERPROOFING





**CONSENT UNDER SECTION 143**  
**STRATA SCHEMES MANAGEMENT ACT 2015**  
**STRATA SCHEME 60182**

TO: The Registrar-General  
Land Registry Services NSW  
Queens Square  
SYDNEY NSW 2000

I/We,\_, CONSENT to the making of a by-law conferring rights over the common property for the installation of \_\_\_\_\_ to be carried out by me/us as the owner/s of lot \_\_\_\_\_ in our strata scheme and conferring on me/us the responsibility to repair and maintain such works.

The by-law is to be made by the Owners Corporation at a general meeting on \_\_\_\_\_ or any adjournment of that meeting.

Dated: .....

Signature \_\_\_\_\_ of

Owner \_\_\_\_\_ of Lot

cc: The Owners – Strata Plan No 60182

# Special By-Law 29 Annexure



MOORE PARK GARDENS

U1210

## RENOVATIONS APPLICATION

As per section 65(A) of the Strata Titles Management Act owners proposing to undertake renovations to common property must first obtain approval off the Owner's Corporation via the Executive Committee. While not all renovations will affect common property, the majority do as it is virtually impossible to renovate main parts of your apartment without affecting common property in some way. It is therefore best to seek approval for all renovation work which will ensure the work is carried out to the required specifications to avoid unnecessary costs and inconvenience to other residents.

*The main types of renovations that require approval are:*

- Kitchen renovations;
- Bathroom and laundry renovations;
- Installation of air-conditioning;
- Installation of floor boards, tiles or other hard flooring;
- Installation of fly-screens; and
- Balcony and outdoor works including painting the balcony, replacing tiles or light fittings and installing blinds or a pergola.

*The following items do not require approval:*

- Replacement of carpet; and
- Painting the internal walls of an apartment.

Should works be undertaken without approval further action may be taken by the Owner's Corporation to remove the installation or a by-law established putting future apartment buyers on notice that the works are not approved.

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### APPLICATION PROCESS

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- 1) Complete the below application form answering all questions that are specific to your type of renovation and provide all accompanying information requested;

**PLEASE NOTE INCOMPLETE APPLICATIONS WILL NOT BE ACCEPTED. PLEASE DO NOT SUBMIT APPLICATIONS THAT ARE INCOMPLETE, WE HAVE BEEN INSTRUCTED BY THE EXECUTIVE COMMITTEE NOT TO FORWARD ON INCOMPLETE APPLICATIONS.**

- 2) Lodge your application and all accompanying information with Building Management by forwarding (email preferred) all documents to [management@mooreparkgardens.com.au](mailto:management@mooreparkgardens.com.au) .

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### THE APPROVAL PROCESS

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- 3) Once your completed application has been received and reviewed by Building Management it will be forwarded to the Strata Manager who will further review the application and then forward to the Executive Committee for approval. You will be cc'd on the email sent to the Strata Manager.

**Questions:** If you have any questions regarding your application once it has been sent to the Strata Manager please contact the Strata Manager directly.

#### STRATA MANAGER DETAILS

Reckitts/Argyle/Lemont/Bowers/Waverly – SP51517 Dowling/Foveaux/Palmer – SP60182,

Caley - SP62884 Grosvenor/Hopetoun – SP54721,

Nicholas Johnson Company: Strata Title Management Address: PO Box 72 Strawberry Hills NSW 2012

Phone: 02 9266 2600

Fax: 02 9266 2699

Email: [njohnson@stratatitle.com.au](mailto:njohnson@stratatitle.com.au) .

- 4) Assuming all information has been provided the Executive Committee can generally approve applications via email within approximately 2-4 weeks. If the application is not straight forward or there are items in the application that require discussion the application may be deferred until the next Executive Committee Meeting (held quarterly) which you may be asked to attend and discuss the application with the committee. **PLEASE DO NOT SUBMIT YOUR APPLICATION UNLESS IT IS COMPLETE WITH ALL ACCOMPANYING INFORMATION AS IT WILL NOT BE ACCEPTED WHICH WILL DELAY YOUR APPROVAL.**

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#### ONCE APPROVED

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- 5) Confirmation of approval will be provided by the strata manager via email or in writing and minuted in the next Executive Committee meeting minutes.
- 6) Prior to proceeding with the renovation you must co-ordinate your renovation dates with Building Management so that your renovations can be co-ordinated with other work around the complex, neighbouring residents appropriately notified, and the lift and loading area booked.
- 7) You will also need to complete a moving and renovations form which outlines the conditions you and your contractors must obey when carrying out work in the complex and pay a \$200 cash damage deposit. For significant renovations the Executive Committee may impose a larger renovation deposit of up to \$2,000 and this will be mentioned in the approval notification.
- 8) Once the renovation is complete Building Management will carry out a final inspection and assuming the renovation has been carried out in line with your approval and there has been no damage to common property the deposits will be returned.

Please do not start your renovation without notifying Building Management.



<b>RENOVATIONS APPLICATION FORM</b>	
Name of Applicant:	Dr Cassy Workman
Apartment Number:	D1210
Building:	Dowling
Contact Details:	(H) (Mob) mail
Please provide a summary of the renovation work to be undertaken?	installation wall/ceiling cladding/false ceiling 1.installation false ceiling- attaching brackets to ceiling using 2 x 50mm nylon fixings per brackets to attach furring channels to brackets with 10mm gyprock screwed and glued to furring channel, ceiling at 40mm to allow for electrics- no obstruction to sprinklers , wall cladding to one wall lounge and one wall entry staircase to allow for electrical wiring and to avoid chasing in all places - brackets and applications same as for ceiling cladding, out to same width. No amplification of sound with these changes.
Who will be carrying out the work?	<b>Triple G Building and Construction P/L</b>
Have you attached a copy of the quotation from your contractor? <i>(a copy of the quotation must be supplied for approval to be given)</i>	Circle one: Yes <b>Attached</b> No
Have you attached a copy of your contractor's trade licence (for example builders/carpenters/tilers licence) certifying that they are suitably qualified to carry out the work? <i>(Only qualified tradespeople are permitted to carry out work on common property. If you are not providing a builders license a license specific to the work being undertaken must be provided)</i>	Text Circle one: Yes <b>Attached</b> No
Have you attached a copy of your contractor's public liability insurance? <i>(All contractors working on-site must hold public liability insurance, applications will not be accepted without evidence of this insurance)</i>	Circle one: Yes <b>ATTACHED</b> No
Additional comments regarding the contractor being used:	
Has a sketch/drawing of where the renovations are to be undertaken been provided <i>(Please use a separate sheet or provide floor plans if preferred):</i>	Circle one: Yes <b>Attached</b> No

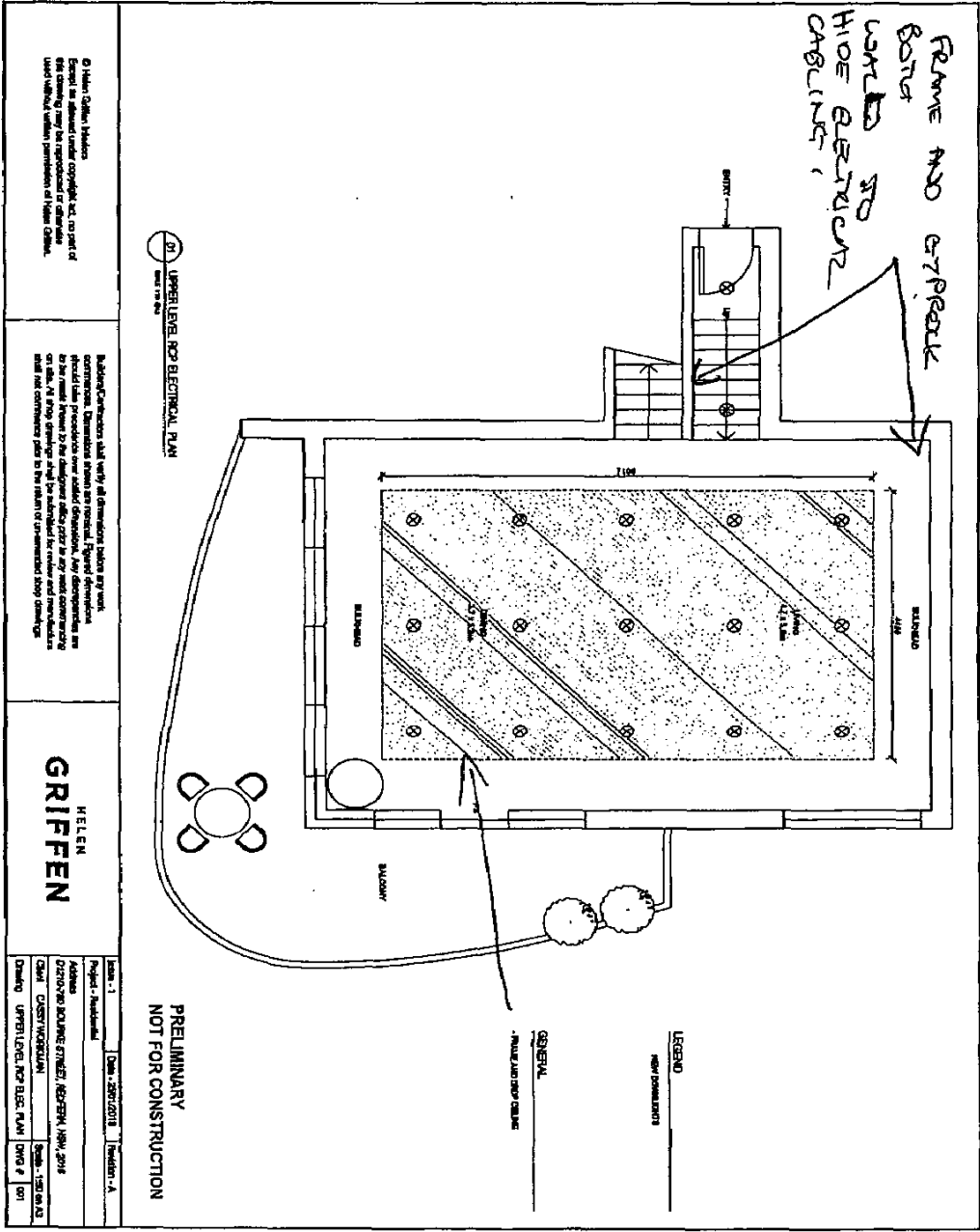
SPECIFIC QUESTIONS - INSTALLATION OF FLOOR BOARDS/TILES	
<p><b>Reckitts/Argyle/Lemont/Bowers/Waverley - SPS1517, Dowling/Foveaux/Palmer – SP60182, Hopetoun/Grosvenor – SP54721</b></p> <p>To prevent the transmission of noise between apartments all flooring installations must include an acoustic underlay that complies with a noise/impact isolation product equal or better than an Impact Insulation Class (IIC) rating of 57 or it's approximate equivalent Weighted Normalised Impact Sound Pressure Level (Ln, w) of 53. That is the IIC rating must be 57 or HIGHER, the weighted normalised ISP must be 53 or LOWER. CERTIFICATION THAT THE INSULATION MEETS THE ABOVE STANDARD MUST BE PROVIDED BY THE INSULATION MANUFACTURER IN THE FORM OF A LETTER CONFIRMING THAT THE INSULATION MEETS THE ABOVE STANDARD, A PRODUCT SPECIFICATION SHEET OR CERTIFICATION FROM AN ACOUSTIC ENGINEER. APPLICATIONS FOR FLOORING WILL NOT BE CONSIDERED UNLESS APPROPRIATE CERTIFICATION IS SUPPLIED.</p> <p><b>Caley – SP62884</b></p> <p>To prevent the transmission of noise between apartments all flooring installations must include an acoustic underlay that complies with a noise/impact isolation product equal or better than an Impact Insulation Class (IIC) rating of 62 or it's approxmate equivalent Weighted Normalised Impact Sound Pressure Level (Ln, w) of 48. That is the IIC rating must be 62 or greater (the weighted normalised ISP must be 48 or LOWER).</p>	
Please specify the type of flooring to be laid? (timber, tiles, etc)	
Have you provided confirmation from the insulation manufacturer that the acoustic underlay adhere's to the building's acoustic standards as stated above?	Circle one:                      Yes                      No
Have you attached a product brochure of the flooring being laid?	Circle one:                      Yes                      No
SPECIFIC QUESTIONS - INSTALLATION OF AIR CONDITIONING	
Has a product brochure from the manufacturer outlining the air conditioning units specifications been provided:	<del>Circle one:                      Yes                      No</del>
Has certification that the air conditioning unit does not exceed 50 dB(a) when operating been provided?	<del>Circle one:                      Yes                      No</del>
Please advise where the cooling unit condensation run-off will drain to?	
Please advise how and where the cooling unit pipes are to penetrate common property walls?	
Have you provided a sketch of where the indoor and outdoor cooling units are to be located?	Circle one:                      Yes                      No
Please provide details of where the coolant pipes are to be laid and how they will be enclosed (Please note: any trunking should also be specified on your	

drawing):	
<b>SPECIFIC QUESTIONS - BATHROOM RENOVATIONS</b>	
Please provide a summary of the work being carried out:	
Please provide details of the type of tiles being installed and their cost per sqm:	
Please provide details of the water proof membrane to be laid:	
Please provide details of who will be laying the water proof membrane:	

Signed: *Cassidy* Print Name: **CASSY WORKMAN** Date: 4 / 09 / 18

**Office Use - Required forms checklist**

<i>Ceiling</i> <b>Kitchen &amp; Wardrobe Renovations</b>		<i>Text</i> <b>Bathroom &amp; Laundry</b>	
Quote from Contractor	✓	Quote from Contractor	
Drawing/Sketch of work being completed	✓	Drawing/Sketch of work being completed	
Contractors public liability insurance	✓	Contractors public liability insurance	
Trade licence (not essential)	✓	Building , tiling or waterproofing licence (one is essential)	
No walls/common property pipes being moved	✓	Details of membrane	
<b>Hard Flooring</b>		<b>Air-Conditioning</b>	
Quote from Contractor		Quote from Contractor	
Drawing/Sketch of work being completed		Drawing/Sketch of work being completed	
Contractors public liability insurance		Contractors public liability insurance	
Certification of underlay (verify acoustic level)		Certification of unit (verify operating dB)	
Brochure of product to be installed		Trade licence (essential)	
Tilers licence (essential if laying tiles)		Details regarding trunking and pipe penetrations	
Trade licence (not essential)			





**Triple G Building and Construction P/L**

Abn 29612706144

PO Box 2785

Taren Point NSW 2229

Mob: 0447 121 168

[andrew.grosse@bigpond.com](mailto:andrew.grosse@bigpond.com)

24<sup>th</sup> August 2018

Quotation: Cass 7

Cassy Workman  
D1210/ 780 Bourke Street  
Redfern NSW 2016

Re: D1210 / 780 Bourke Street, Redfern

Dear Cassy

We have pleasure in submitting the quotation of Six Thousand Dollars (\$6,000.00) plus GST for the building work to the above project all as listed below:

Gyprock to walls

- Place false ceilings and clad wall.
- Remove all debris from site.

As discussed on site.

Trusting this meets with your approval.

Regards  
Andrew Grosse  
Managing Director

***Project Management Construction Contracting***



Contact: Chloe  
Direct Line:  
Your Ref:

### Retail Business Insurance

GPO Box 9902 in your capital city  
of the state of your address

Telephone: 132 481  
Facsimile: 1300 367 310

Date: 16 October 2017

TRIPLE G BUILDING  
215 Port Hacking Road  
MIRANDA NSW 2228

Dear Sir/Madam,

### Certificate of Currency

This Certificate of Currency confirms the details of the Business Insurance Policy as of the issue date. This document is prepared for your information only. The risk details stated below are limited and may not reflect all covers selected by you. For full details about the Terms and Conditions of your policy please refer to your current Certificate of Insurance and the Business Insurance Product Disclosure Statement and Policy Booklet.

<i>Item</i>	<i>Details</i>	
Policy number	: BP 2891440 / DM1	
Type of policy	: Business Insurance Policy	
Insured names	: TRIPLE G BUILDING	
-	:	
Interested parties	:	
-	:	
Period of insurance	: 9/11/2017 to 4pm 9/11/2018	
Risk addresses	: AS PER TERRITORIAL LIMITS	
-	:	
<i>What's insured</i>		<i>Sum Insured</i>
<b>BROADFORM LIABILITY (PUBLIC AND PRODUCT)</b>		<b>20,000,000.00</b>

### Contact us

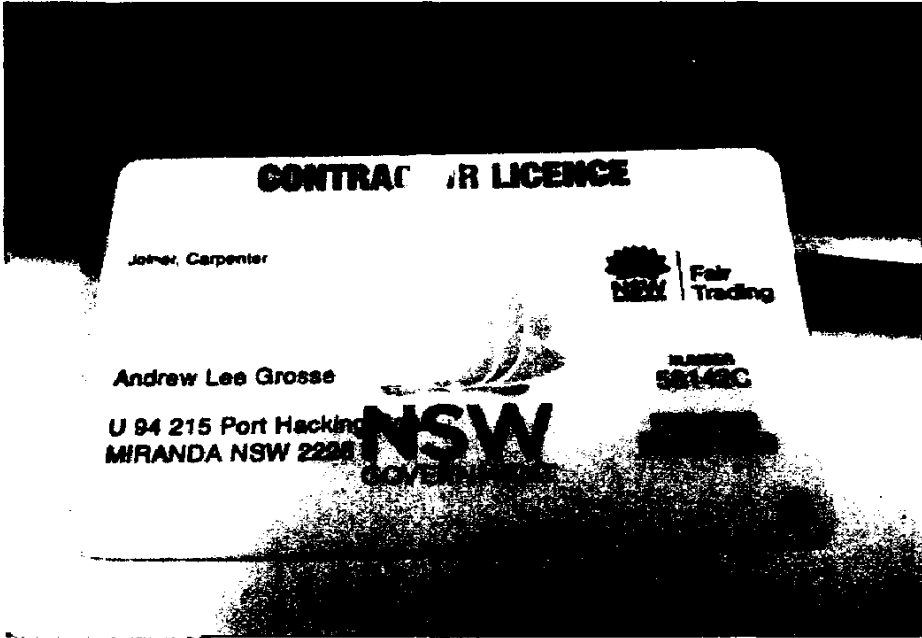
If you have any questions or need more information, please call us on 132 481.

Yours faithfully,

Michael Chaffey  
Sales & Service Manager

CMLC250

This Insurance is issued by Insurance Australia Limited ABN 11 000 046 722 AFSL 232648 trading as CGU Insurance.





# Special By-Law 30 Annexure

D611

## Bathroom Renovation Plan

WAYNE EASTBURN AND SUE WILLIS

D611/780 Bourke Street REDFERN NSW 2016

- Water Comp Insurance Co of C
- Waterproofing licence, have contractors licence

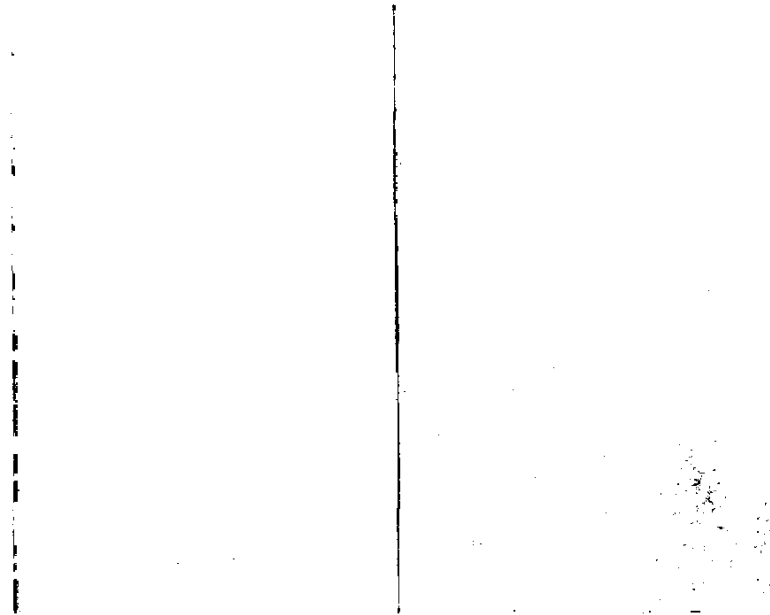
	<b>PAGE</b>
<b>Tiles</b>	<b>3</b>
<b>Interior Fixtures and Fittings Main &amp; Ensuite Bathroom</b>	<b>4</b>
<b>Cost Estimate</b>	<b>10</b>

**BATHROOMS**

**TILES FOR MAIN BATHROOM AND ENSUITE**

Floor and walls

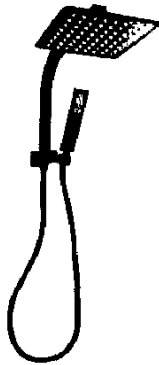
Portland Stone Ash 300 x 600 Nat Bold



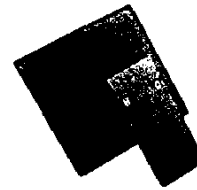
**Interior Fixtures & Fittings**

**MAIN BATHROOM** - Bathroom to remain in the same layout as existing.

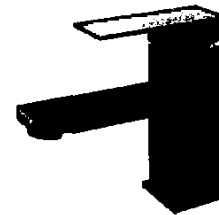
**Square Nero Black Shower Station Top Water Inlet**



**Ottimo Nero Black Shower Wall Mixer**



**Mizu Soothe Wall Hung Vanity Unit 2 Drawer 1 Taphole 800mm White**



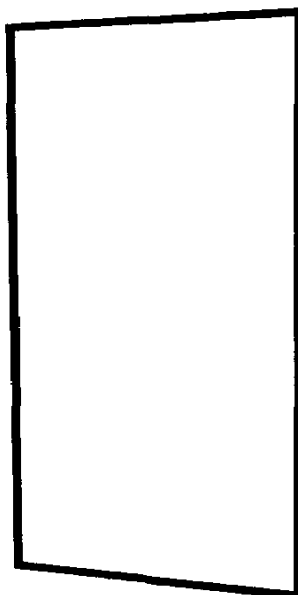
**Ottimo Nero Black Basin Mixer**

Gama Nero Black Electric Heated Towel Rack 6 Bars

Omar Nero Black Single Towel Rail 600mm



Glass Framed Fixed Panel - Height 2000 x 1100, 6mm ULTRA CLEAR -low Iron clear toughened glass and black frame.



X Cube Rimless Toilet Suite Strap Back/bottom water inlet



ADP Polished Edge Mirror 900 x 800mm

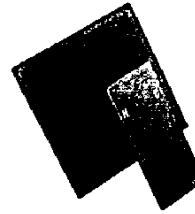
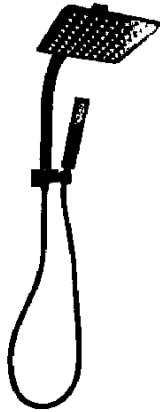




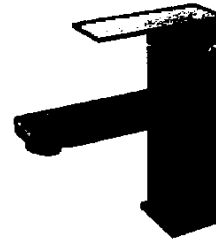
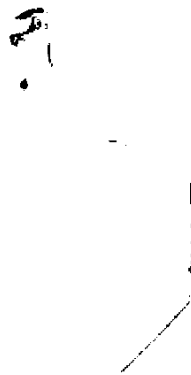
**ENSUITE BATHROOM - Bathroom to remain in the same layout as existing.**

**Square Nero Black Shower Station Top Water Inlet**

**Ottimo Nero Black Shower Wall Mixer**



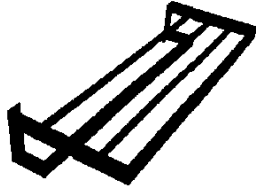
**Mizu Soothe Wall Hung Vanity Unit 2 Drawer 1 Taphole 800mm White**



**Ottimo Nero Black Basin Mixer**



Omar Nero Black Double Towel Holder 600mm

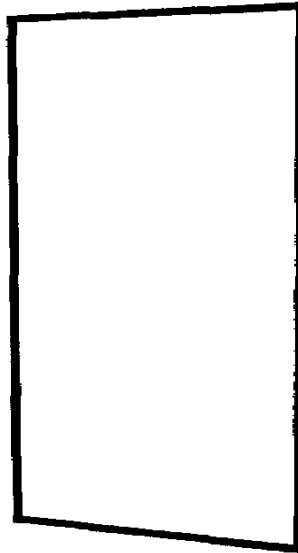


Omar Nero Black Single Towel Rail 600mm



1

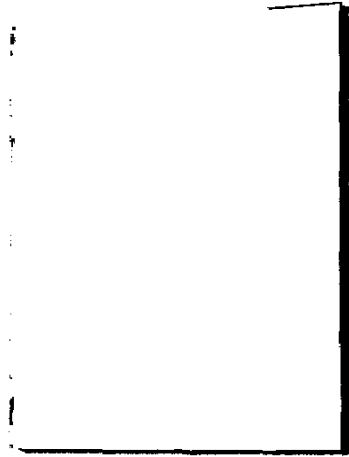
Custom Glass Framed Fixed Panel - Height 2000 x 1200. 6mm ULTRA CLEAR -low iron clear toughened glass and black frame.



X Cube Rimless Toilet Suite S trap Back/bottom water inlet



ADP Polished Edge Mirror 900 x 800mm



**Cost Estimate for Bathroom fixtures, tiling & fittings**

Item	Pay Others	Cost Estimate
Vanities	Yes	\$1,650.00
Shower screens	Yes	\$1,795.00
Tapware	Yes	\$875.00
Mirrors	Yes	\$500.00
Accessories	Yes	\$525.00
Toilets	Yes	\$998.00
Tiling	Yes	\$1,660.00
	<b>TOTAL</b>	<b>\$8,003.00</b>



## MOORE PARK GARDENS RENOVATIONS APPLICATION

As per section 65(A) of the Strata Titles Management Act owners proposing to undertake renovations to common property must first obtain approval off the Owner's Corporation via the Executive Committee. While not all renovations will affect common property, the majority do as it is virtually impossible to renovate main parts of your apartment without affecting common property in some way. It is therefore best to seek approval for all renovation work which will ensure the work is carried out to the required specifications to avoid unnecessary costs and inconvenience to other residents.

*The main types of renovations that require approval are:*

- Kitchen renovations;
- Bathroom and laundry renovations;
- Installation of air-conditioning;
- Installation of floor boards, tiles or other hard flooring;
- Installation of fly-screens; and
- Balcony and outdoor works including painting the balcony, replacing tiles or light fittings and installing blinds or a pergola.

*The following items do not require approval:*

- Replacement of carpet; and
- Painting the internal walls of an apartment.

Should works be undertaken without approval further action may be taken by the Owner's Corporation to remove the installation or a by-law established putting future apartment buyers on notice that the works are not approved.

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### APPLICATION PROCESS

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- 1) Complete the below application form answering all questions that are specific to your type of renovation and provide all accompanying information requested;

**PLEASE NOTE INCOMPLETE APPLICATIONS WILL NOT BE ACCEPTED. PLEASE DO NOT SUBMIT APPLICATIONS THAT ARE INCOMPLETE, WE HAVE BEEN INSTRUCTED BY THE EXECUTIVE COMMITTEE NOT TO FORWARD ON INCOMPLETE APPLICATIONS.**

- 2) Lodge your application and all accompanying information with Building Management by forwarding (email preferred) all documents to [management@mooreparkgardens.com.au](mailto:management@mooreparkgardens.com.au).

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### THE APPROVAL PROCESS

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- 3) Once your completed application has been received and reviewed by Building Management it will be forwarded to the Strata Manager who will further review the application and then forward to the Executive Committee for approval. You will be cc'd on the email sent to the Strata Manager.

**Questions:** If you have any questions regarding your application once it has been sent to the Strata Manager please contact the Strata Manager directly.

**STRATA MANAGER DETAILS**

Reckitts/Argyle/Lemont/Bowers/Waverly – SP51S17 Dowling/Foveaux/Palmer – SP60182,

Caley – SP62884 Grosvenor/Hopetoun – SP54721,

Jake Smolinski Company: Strata Title Management Address: PO Box 72 Strawberry Hills NSW 2012

Phone: 02 9266 2600

Fax: 02 9266 2699

Email: [jmolinsky@stratatitle.com.au](mailto:jsmolinsky@stratatitle.com.au)

- 4) Assuming all information has been provided the Executive Committee can generally approve applications via email within approximately 2-4 weeks. If the application is not straight forward or there are items in the application that require discussion the application may be deferred until the next Executive Committee Meeting (held quarterly) which you may be asked to attend and discuss the application with the committee. **PLEASE DO NOT SUBMIT YOUR APPLICATION UNLESS IT IS COMPLETE WITH ALL ACCOMPANYING INFORMATION AS IT WILL NOT BE ACCEPTED WHICH WILL DELAY YOUR APPROVAL.**

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**ONCE APPROVED**

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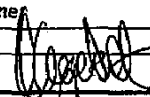
- 5) Confirmation of approval will be provided by the strata manager via email or in writing and minuted in the next Executive Committee meeting minutes.
- 6) Prior to proceeding with the renovation you must co-ordinate your renovation dates with Building Management so that your renovations can be co-ordinated with other work around the complex, neighbouring residents appropriately notified, and the lift and loading area booked.
- 7) You will also need to complete a moving and renovations form which outlines the conditions you and your contractors must obey when carrying out work in the complex and pay a \$200 cash damage deposit. For significant renovations the Executive Committee may impose a larger renovation deposit of up to \$2,000 and this will be mentioned in the approval notification.
- 8) Once the renovation is complete Building Management will carry out a final inspection and assuming the renovation has been carried out in line with your approval and there has been no damage to common property the deposits will be returned.

Please do not start your renovation without notifying Building Management.



<b>RENOVATIONS APPLICATION FORM</b>	
Name of Applicant:	Wayne Eastburn & Sue Willis
Apartment Number:	611
Building:	Dowling
Contact Details:	(H) _____ (Mob) _____ Email _____
Please provide a summary of the renovation work to be undertaken?	Strip out main & ensuite bathroom and refurbish to plan
Who will be carrying out the work?	Rozelle Bathroom Renovations / Jean-Pierre Farva
Have you attached a copy of the quotation from your contractor? (a copy of the quotation must be supplied for approval to be given)	Circle one: <input checked="" type="radio"/> Yes <input type="radio"/> No
Have you attached a copy of your contractor's trade licence (for example builders/carpenters/tilers license) certifying that they are suitably qualified to carry out the work? (Only qualified tradespeople are permitted to carry out work on common property. If you are not providing a builders license a license specific to the work being undertaken must be provided)	Circle one: <input checked="" type="radio"/> Yes <input type="radio"/> No
Have you attached a copy of your contractor's public liability insurance? (All contractors working on-site must hold public liability insurance, applications will not be accepted without evidence of this insurance)	Circle one: <input checked="" type="radio"/> Yes <input type="radio"/> No
Additional comments regarding the contractor being used:	
Has a sketch/drawing of where the renovations are to be undertaken been provided (Please use a separate sheet or provide floor plans if preferred):	Circle one: <input checked="" type="radio"/> Yes <input type="radio"/> No

<b>SPECIFIC QUESTIONS - INSTALLATION OF FLOOR BOARDS/TILES</b>	
<p><b>Reckitts/Argyle/Lemont/Bowers/Waverley - SP51517, Dowling/Foveaux/Palmer - SP60182, Hopetoun/Grosvenor - SP54721</b></p> <p>To prevent the transmission of noise between apartments all flooring installations must include an acoustic underlay that complies with a noise/impact isolation product equal or better than an Impact Insulation Class (IIC) rating of 57 or it's approximate equivalent Weighted Normalised Impact Sound Pressure Level (Ln, w) of 53. That is the IIC rating must be 57 or HIGHER, the weighted normalised ISP must be 53 or LOWER. CERTIFICATION THAT THE INSULATION MEETS THE ABOVE STANDARD MUST BE PROVIDED BY THE INSULATION MANUFACTURER IN THE FORM OF A LETTER CONFIRMING THAT THE INSULATION MEETS THE ABOVE STANDARD, A PRODUCT SPECIFICATION SHEET OR CERTIFICATION FROM AN ACOUSTIC ENGINEER. APPLICATIONS FOR FLOORING WILL NOT BE CONSIDERED UNLESS APPROPRIATE CERTIFICATION IS SUPPLIED.</p> <p><b>Caley - SP62884</b></p> <p>To prevent the transmission of noise between apartments all flooring installations must include an acoustic underlay that complies with a noise/impact isolation product equal or better than an Impact Insulation Class (IIC) rating of 62 or it's approximate equivalent Weighted Normalised Impact Sound Pressure Level (Ln, w) of 48. That is the IIC rating must be 62 or greater (the weighted normalised ISP must be 48 or LOWER).</p>	
Please specify the type of flooring to be laid? (timber, tiles, etc)	
Have you provided confirmation from the insulation manufacturer that the acoustic underlay adhere's to the building's acoustic standards as stated above?	Circle one:            Yes                            No
Have you attached a product brochure of the flooring being laid?	Circle one:            Yes                            No
<b>SPECIFIC QUESTIONS - INSTALLATION OF AIR CONDITIONING</b>	
Has a product brochure from the manufacturer outlining the air conditioning units specifications been provided:	Circle one:            Yes                            No
Has certification that the air conditioning unit does not exceed 50 dB(a) when operating been provided?	Circle one:            Yes                            No
Please advise where the cooling unit condensation run-off will drain to?	
Please advise how and where the cooling unit pipes are to penetrate common property walls?	
Have you provided a sketch of where the indoor and outdoor cooling units are to be located?	Circle one:            Yes                            No
Please provide details of where the coolant pipes are to be laid and how they will be enclosed (Please note: any trunking should also be specified on your	

drawing):	
<b>SPECIFIC QUESTIONS - BATHROOM RENOVATIONS</b>	
Please provide a summary of the work being carried out:	Strip out main & ensuite bathroom and refurbish to plan.
Please provide details of the type of tiles being installed and their cost per sqm:	Portland Stone Ash 300x600 natural bold-matt finish \$31.90 persqmetre
Please provide details of the water proof membrane to be laid:	Davco K10
Please provide details of who will be laying the water proof membranes	Rozelle Bathroom Renovations / Jean-Pierre Fatare
Signed: 	Print Name: <u>Jean-Pierre Fatare</u> Date: <u>15/11/18</u>

**Office Use - Required forms checklist**

Kitchen & Wardrobe Renovations		Bathroom & Laundry	
Quote from Contractor		Quote from Contractor	✓
Drawing/Sketch of work being completed		Drawing/Sketch of work being completed	✓
Contractors public liability insurance		Contractors public liability insurance	✓
Trade licence (not essential)		Building, tiling or waterproofing licence (one is essential) Contractor licence	✓
No walls/common property pipes being moved		Details of membrane	✓
Hard Flooring		Air-Conditioning	
Quote from Contractor		Quote from Contractor	
Drawing/Sketch of work being completed		Drawing/Sketch of work being completed	
Contractors public liability insurance		Contractors public liability insurance	
Certification of underlay (verify acoustic level)		Certification of unit (verify operating dB)	
Brochure of product to be installed		Trade licence (essential)	
Tilers licence (essential if laying tiles)		Details regarding trunking and pipe penetrations	
Trade licence (not essential)			

## **ALL SOUTHERN BATHROOMS**

Trading as  
Rozelle Bathroom Renovations

**5 Hunter Street  
HEATHCOTE NSW 2233**

Principal - John Farina  
Licence No. 147215C  
Tel: (02) 9522 9756  
0415 476 353

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### **Quotation**

**8 August, 2017**

Mr Wayne Eastburn  
D611/780 Bourke Street,  
REDFERN NSW

Tel: 0417 448 334

By email: waynee72@bigpond.net.au

**RE: Bathroom Renovation at D611/780 Bourke Street, Redfern – Labour cost only**

#### **Ensuite - Preparation**

- Remove existing wall tiles – remove or repair render;
- Remove floor tiles and floor bed;
- Remove all fittings including removing bath;
- Re-arrange plumbing;
- Electrical – supply and install 1 x power point and 1 x light switch;
- Repair or re-render walls;
- Install new cornice (90mm);
- Water proof all wet areas;
- Tile walls to ceiling height;
- Tile floor;
- Install all fittings eg taps; towel rails (if mixers are chosen add extra \$180 per set for installation);
- Install mirror, toilet and vanity (if wall face toilet is chosen add extra \$120 for installation);
- All waste removed.

-2-

**Owner to Supply**

- Toilet suite;
- Shower screen - I can supply and install a frameless glass panel - 900 x 2000x10 for extra \$750;
- Vanity;
- Mirror ;
- Wall tiles - 20m2 (main 20);
- Floor tiles - 6m2 (main 6);
- Border tiles (extra may be charged depending on type and size chosen);
- Taps - shower set and basin;
- Fittings - ie towel rail, toilet paper holder and hand towel holder.

\$10,400.00  
\$ 1,040.00 GST  
\$11,440.00 incls gst

**TOTAL**

**Total for main bathroom is \$10,300 + GST.**

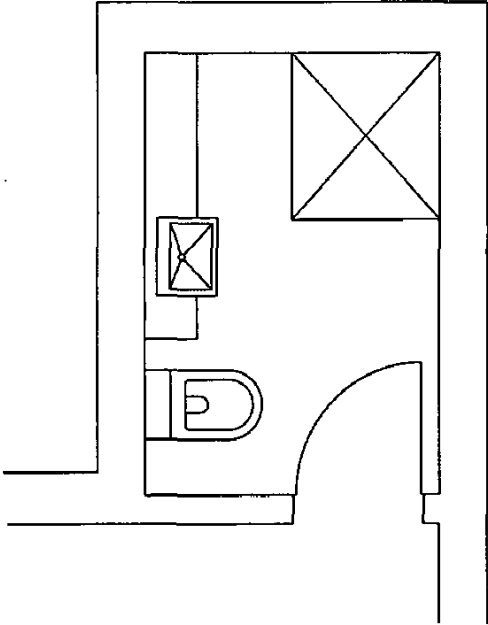
Please note if porcelain, vitrified or stone tiles are chosen the price will vary.

If you have any queries, please do not hesitate to contact me.

Quote is valid for 3 months from the date of quote.

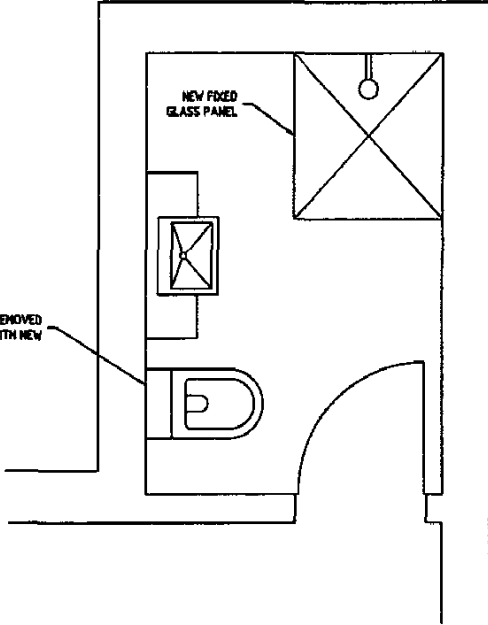
Regards

John Farina



**EXISTING MAIN BATHROOM LAYOUT**

REMOVE EXISTING VANITY AND PLUMBING FIXTURES  
 REMOVE EXISTING FLOOR AND WALL TILES  
 REMOVE EXISTING SHOWER SCREEN ENCLOSURE  
 REMOVE EXISTING ELECTRICAL FITTINGS



**PROPOSED MAIN BATHROOM LAYOUT**

NEW WATERPROOF MEMBRANE, FLOOR AND WALL TILES  
 NEW PLUMBING FIXTURES  
 NEW VANITY AND FIXED SHOWER GLASS  
 ALL PLUMBING LOCATIONS TO REMAIN AS EXISTING  
 NEW LIGHT AND ELECTRICAL OUTLET FITTINGS

**REVISIONS**

REV. NO.	DESCRIPTION	DATE
A	BLANK PRELIMINARY ISSUE - FOR APPROVAL	SMB
B	BLANK PRELIMINARY ISSUE - FOR APPROVAL	SMB
C	BLANK ISSUED FOR BODY COMP. APPROVAL	SMB

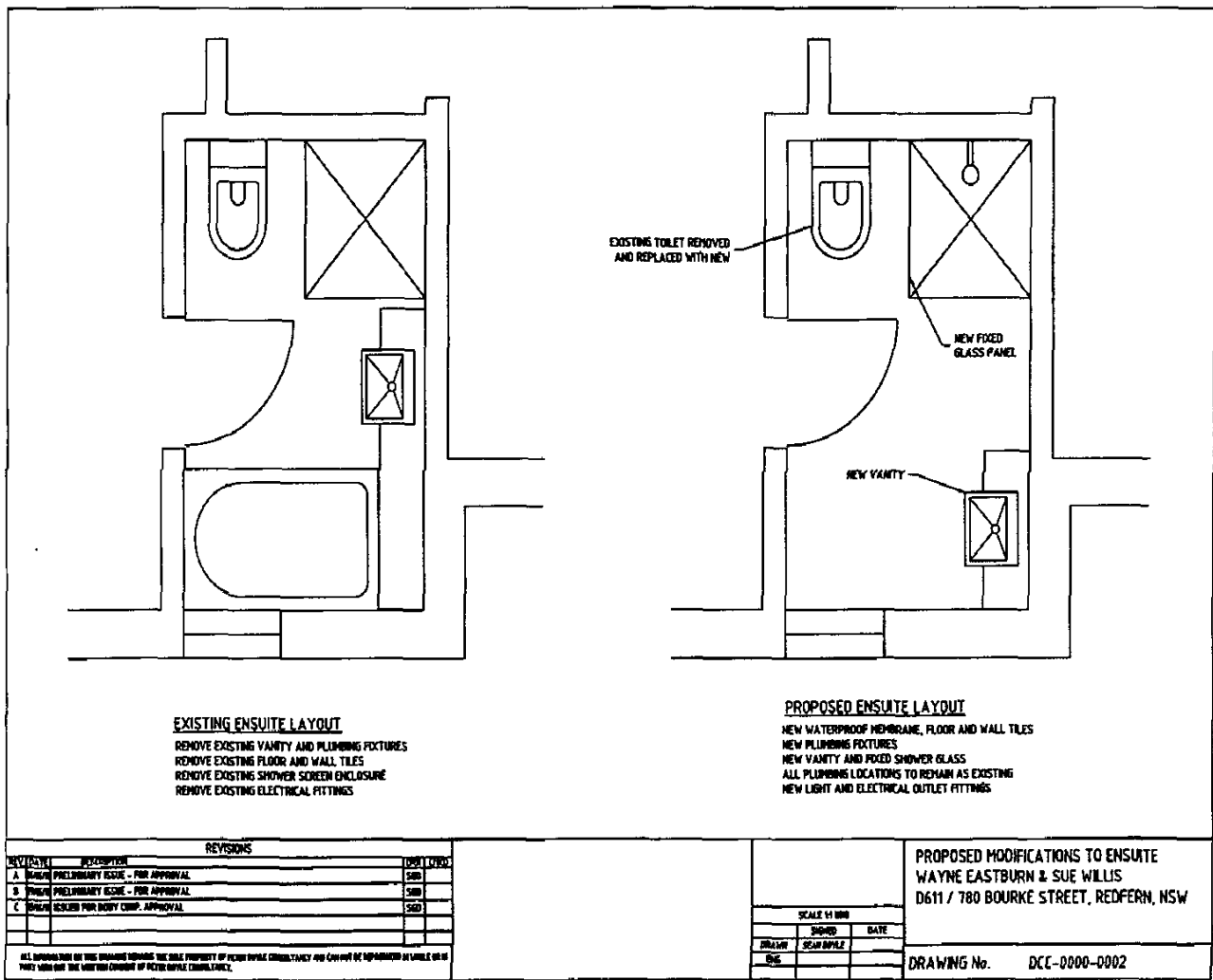
ALL INFORMATION ON THIS DRAWING REMAINS THE SOLE PROPERTY OF PETER DYBLE CONSULTANCY AND CAN NOT BE REPRODUCED IN WHOLE OR IN PART WITHOUT THE WRITTEN CONSENT OF PETER DYBLE CONSULTANCY.

SCALE IN MM

NO.	SHRINK	DATE
DRAWN	SEAN DYBLE	
CHKD		

**PROPOSED MODIFICATIONS TO MAIN BATHROOM**  
 WAYNE EASTBURN & SUE WILLIS  
 D611 / 780 BOURKE STREET, REDFERN, NSW

DRAWING No. DCC-0000-0001



**EXISTING ENSUITE LAYOUT**  
 REMOVE EXISTING VANITY AND PLUMBING FIXTURES  
 REMOVE EXISTING FLOOR AND WALL TILES  
 REMOVE EXISTING SHOWER SCREEN ENCLOSURE  
 REMOVE EXISTING ELECTRICAL FITTINGS

**PROPOSED ENSUITE LAYOUT**  
 NEW WATERPROOF MEMBRANE, FLOOR AND WALL TILES  
 NEW PLUMBING FIXTURES  
 NEW VANITY AND FIXED SHOWER GLASS  
 ALL PLUMBING LOCATIONS TO REMAIN AS EXISTING  
 NEW LIGHT AND ELECTRICAL OUTLET FITTINGS

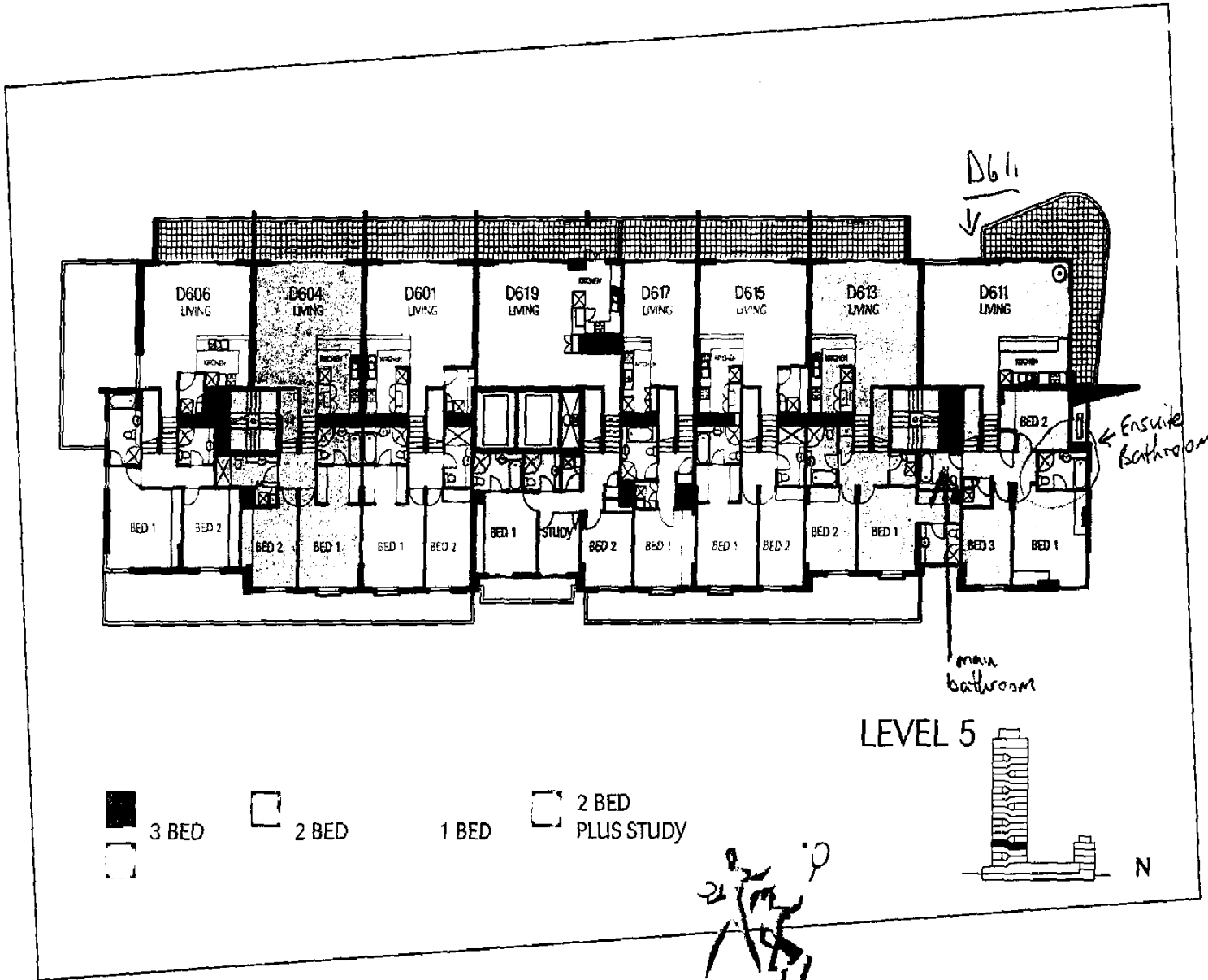
REVISIONS		DATE
A.	ISSUE PRELIMINARY ISSUE - FOR APPROVAL	SM
B.	ISSUE PRELIMINARY ISSUE - FOR APPROVAL	SM
C.	ISSUE ISSUED FOR BODY CORP. APPROVAL	SM

ALL INFORMATION ON THIS DRAWING REMAINS THE SOLE PROPERTY OF PETER PAPER CONSULTANCY AND CANNOT BE REPRODUCED IN WHOLE OR IN PART WITHOUT THE WRITTEN CONSENT OF PETER PAPER CONSULTANCY.

SCALE 1:1000	
DRAWN	DATE
SM	

PROPOSED MODIFICATIONS TO ENSUITE  
 WAYNE EASTBURN & SUE WILLIS  
 D611 / 780 BOURKE STREET, REDFERN, NSW

DRAWING No. DCC-0000-0002







## Certificate of Currency

Date of Issue 8 August 2018

Policy Number SPD012186337

Page 1 of 1

MR JEAN-PIERRE, JOHN FARINA  
5 HUNTER STREET  
HEATHCOTE NSW 2233



Dear Mr Jean-Pierre, John Farina,

Please find below the Certificate of Currency details of your AAMI Business Insurance Policy.

If you have any queries please visit [aami.com.au](http://aami.com.au) or call us on 13 22 44, where you'll always speak to a real person not a machine-24hrs a day 7 days a week.

Take Care,  
The AAMI Team

### Insured Details

Insured	Mr Jean-Pierre, John Farina ABN 34 356 387 784
Trading Name	Rozelle Bathroom Renovations
Period of Insurance	Effective from 15 February 2018 to 4:00pm 7 January 2019
Business Description	Bathroom Tiler

### Public and Products Liability

	Limit of Liability
Public Liability	\$5,000,000
Products Liability	\$5,000,000
Property in Your Custody or Control	\$250,000

This Certificate certifies that as at the date of issue the stated policy is current for the period of insurance noted above.

The issue of this Certificate imposes no obligation on the insurer to notify any party relying on it should the policy later be cancelled or altered for any reason. Full details of the insurance provided (including excesses and sub-limits) are set out in the Policy Schedule, Product Disclosure Statement (PDS) and any Supplementary Product Disclosure Statement (SPDS).

This Certificate is issued as a matter of information only and confers no rights upon the certificate holder. This Certificate does not amend, extend or alter the coverage provided by the policy.

AAMI Limited ABN 48 005 297 807 AFSL No. 230859 trading as AAMI Business.

[aami.com.au](http://aami.com.au)  
13 22 44



X

LICENCE RENEWAL  
**SUCCESSFUL**



Confirmation has been sent to your email

RECEIPT NUMBER

1-6800230578

LICENCE TYPE

Contractor Licence

LICENCE

147215C

LICENSEE

Jean-Pierre Farina

LODGED ON

28 May 2018 08:01 PM

DURATION

3 Years

AMOUNT PAID

\$1,132.51

DOWNLOAD COPY OF RECEIPT

(/GLS\_PORTAL/SNSW/ATTACHMENT.MVC/VIEWATTACHMENTNONAUTH2?  
ATTACHMENTID=5882098&APPLICATIONID=5852588&APPLICATIONNUMBER=1-  
6632993376)

Email additional copy of receipt to:

example@onegov.com

END



ACA Trading Pty Ltd  
 ABN: 40 157 877 515  
 Unit E, Gate B, 21 Loyalty Road  
 PH: 02 8850 1111  
 North Rocks New South Wales 2151  
 Australia

Wayne Eastburn

**Quotation**

Quote # 2018014334  
 PO # EP-WB  
 Issued 29 May 18

Qty	Code	Description	Unit Price (Inc GST)	Line Total (Inc GST)
2	FA0106B	Black Square Shower Mixer Tap	70.00	140.00
2	SS2140B	8" Square Black Shower Station(ABS/Brass, Top Water Inlet), Watermark and WELS Approved	229.00	458.00
2	SS0135B	10" Square Black Rainfall Shower Head(Bress), Watermark and WELS Approved	139.00	278.00
2	FA0112B	Square Black Basin Mixer (Brass), Watermark and WELS Approved	89.00	178.00
2	AC6408B	Square Black 304 Stainless Steel Toilet Paper Hook	69.00	138.00
1	AC6409B	Square Black 304 Stainless Steel Double Towel Holder	129.00	129.00
4	AC6401B	Square Black 304 Stainless Steel Single Towel Rail	79.00	316.00
1	YFF-08-2B	Square Black Heated Towel Rack 6 Bar, Stainless Steel	308.00	308.00
2	AC6116B	Black Wall Mounted Shower Caddy	49.80	99.80
2	IXTSPK	X-Cube Rimless BTW Toilet Suite	499.00	998.00
2	AC6406B	Square Black 304 Stainless Steel Soap Dish Holder	65.00	130.00
-1	00001	Account Adjustment	272.80	-272.80
			Total Inc GST (AUD)	2,900.00
			GST (AUD)	288.45
			Amount Paid (AUD)	0.00
			<b>Balance Due (AUD)</b>	<b>2,900.00</b>

View and Manage this invoice Online

ACA Trading Pty Ltd provides 5 years parts warranty only on all our taps, showers and accessories, unless otherwise specified in the price list. If the item is under warranty, we will repair or replace the products within 3 working days or send the replacement parts. ACA Trading Pty Ltd will not repair or replace any goods under warranty where damage has been caused by mishandling and/or improper installation. Warranty is void if our products was installed by unlicensed plumber. All goods sold will remain the property of ACA Trading Pty Ltd, until all outstanding accounts have been paid. Warranty will start from date of invoice. All Returns are subject to a restocking fee. We have a standard restocking fee of 15% for products returned within 30 days. Products that are returned 31-90 days after purchase will carry a 30% restocking fee. Any product 91 days - 6 months will carry a 50% restocking fee. Any products over 6 months will not be accepted, unless the product is deemed defective. We may, at our sole discretion, allow a return for store credit or exchange product on a case-by-case basis. Products to be returned need to be in a "AS NEW" condition. This means the product and packaging needs to be in 100% resalable condition, unless the product is deemed defective.

Bank: Commonwealth, BSB:062086, Account NO: 10113573, Account Name: ACA Trading Pty Ltd

# Tile Mega Mart - Rosebery

ABN22 054 385 769  
 Unit 5, No. 5 - 15 Epsom Road, Rosebery NSW 2018  
 Email: [kim.m@tilemegamart.com.au](mailto:kim.m@tilemegamart.com.au)  
 Phone: 02 9700 7456

## QUOTATION



WAYNE EASTBURN  
  
 PHONE: 0417448335

Quote No. 150396  
 Date: 28/04/2018 01:13:33PM  
 Served by: KIRO  
 Page: 1  
 Quote valid until: 12/05/2018

Rosebery  
 Smithfield  
 Newcastle

Code	Description	Ext. Description	QTY		List Sell		Quantity	Unit	Total
			/ Box	Pfts CtnsPos	Price	Price			
25664E	PORTLAND ASH 15X60 BOLD		0.81		\$49.90	\$32.96	1.00	M2	\$49.90
25546E	PORTLAND STONE ASH 30 X 60.5 NAT BOLD		1.46		\$49.90	\$31.90	1.00	M2	\$49.90

Bank Account Details Name: <b>Tile Mega Mart</b> BSB: 012-266 Account No: 4856-69406 Please use quote number with every payment	Approximate Gross Weight:	40 kg	List Price Total:	\$99.80
	If you need any further advice or assistance we are here to help you on 02 9700 7456		Discount off List:	\$34.95
	Please refer to the attached Terms & Conditions of Sale		Total Inc GST:	\$64.85
			If requested add FREIGHT:	\$0.00

## **ATTACHMENT A**

### **Motion and By-Law for Major Renovations**

That the owners corporation specially resolves pursuant to sections 108 and 143 of the *Strata Schemes Management Act 2015* to authorise the owner of the lot specified in the special by-law set out below to carry out the alterations and additions to that lot and the common property described in that special by-law on the conditions of that special by-law (including the condition that the owner is responsible for the maintenance, upkeep and repair of those alterations and additions and the common property occupied by them) and to add to the by-laws applicable to the strata scheme by making that special by-law:

#### **Special By-Law No. ... – Major Renovations and Building Works (Lot 29)**

##### **1. Introduction**

This by-law gives the Owner the right to carry out the Major Renovations on the conditions of the Major Renovations By-Law and this by-law.

##### **2. Definitions**

In this by-law "Lot" means Lot 29 in the Strata Scheme;

"Owner" means the owner for the time being of the Lot (being the current owner and all successors);

"Plans" means the plans and other documents attached to this by-law and collectively marked "A";

"Major Renovations" means the alterations and additions to the Lot and common property described and shown in the Plans being:

- . (i) replacement of existing ensuite bathroom, including:
- . (i) adding of new fittings and finishes such as tapware, joinery, toilet cistern and shower screen (fixed glass panel);
- . (ii) replacement of floor tiles, wall tiles and waterproofing membrane;
- . (iii) associated plumbing work (no change in location); and
- . (iv) associated electrical work

(ii) replacement of existing main bathroom, including:

- . (vi) adding of new fittings and finishes such as tapware, joinery, toilet cistern and shower screen (fixed glass panel);
- . (vii) replacement of floor tiles, wall tiles and waterproofing membrane;
- . (viii) associated plumbing work (no change in location); and
- . (ix) associated electrical work.

"Major Renovations By-Law" means Special By-Law No. 22 – Major Renovations as amended from time to time;

"Strata Scheme" means the strata scheme to which this by-law applies.

### **3. Authorisation for Major Renovations**

The Owners Corporation grants the Owner:

- . (a) the authority to carry out the Major Renovations strictly in accordance with the Plans;
- . (b) the special privilege to, at the Owner's cost, carry out the Major Renovations to the common property strictly in accordance with the Plans; and
- . (c) the exclusive use and enjoyment of the common property to be occupied by the Major Renovations;

on the conditions of this by-law.

### **4. Conditions**

4.1 The Major Renovations By-Law will apply to the Major Renovations.

4.1 The Owner must, at the Owner's cost, comply with the conditions specified in the Major Renovations By-Law with respect to the Major Renovations.

4.2 The Owner must also, at the Owner's cost, properly maintain and keep in a state of good and serviceable repair the Major Renovations and the common property occupied by the Major Renovations and, where necessary, renew or replace any fixtures of fittings comprised in those Major Renovations and that common property.

4.3 The Owners Corporation may exercise any of the functions conferred on it under the Major Renovations By-Law with respect to the Major Renovations.

4.4 The Owner must pay the reasonable costs of the owners' corporation incurred in connection with approving and registering this by-law.

4.5 For the avoidance of doubt, this by-law operates as the approval of the owners' corporation of the Major Renovations for the purposes of the Major Renovations By-Law.

**CONSENT UNDER SECTION 143**

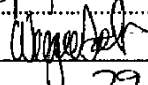
**STRATA SCHEMES MANAGEMENT ACT 2015**

**STRATA SCHEME 60182**

The Registrar-General  
Land Registry Services NSW  
Queens Square  
SYDNEY NSW 2000

We, Wayne Eastburn and Susan Willis consent to the making of a by-law conferring rights over the common property for the installation of two bathrooms to be carried out by us as the owners of lot 29 in our strata scheme and conferring on us the responsibility to repair and maintain such works.

The by-law is to be made by the Owners Corporation at a general meeting on \_\_\_\_\_ or any adjournment of that meeting.

Dated: 15/8/14  
Signature of  WAYNE EASTBURN  
Owner of Lot 29

cc: The Owners – Strata Plan No 60182

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